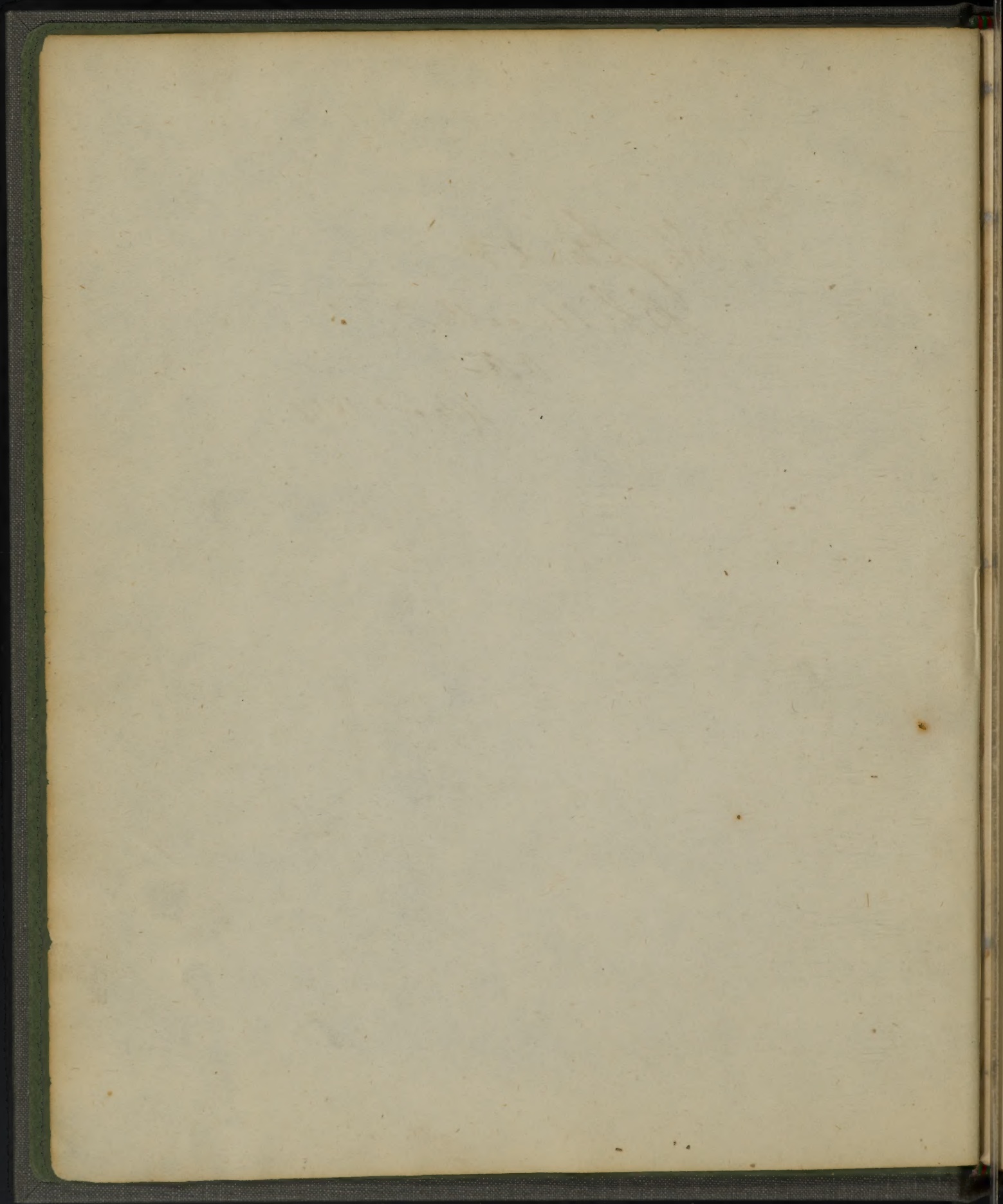


Wm. H. Pond

Chillicothe

Ohio.

Dec. 1814.



Lectures

on

Law

Delivered

By

The Hon^{ble} Sapping Reeve

and

James Gould Esquire

At

Stitchfield

Connecticut

Aut^{umn}.

1811 & 1812.

Vol. V.

Wm. Key Bond. 1814.

My dear Mr. [illegible]

I received

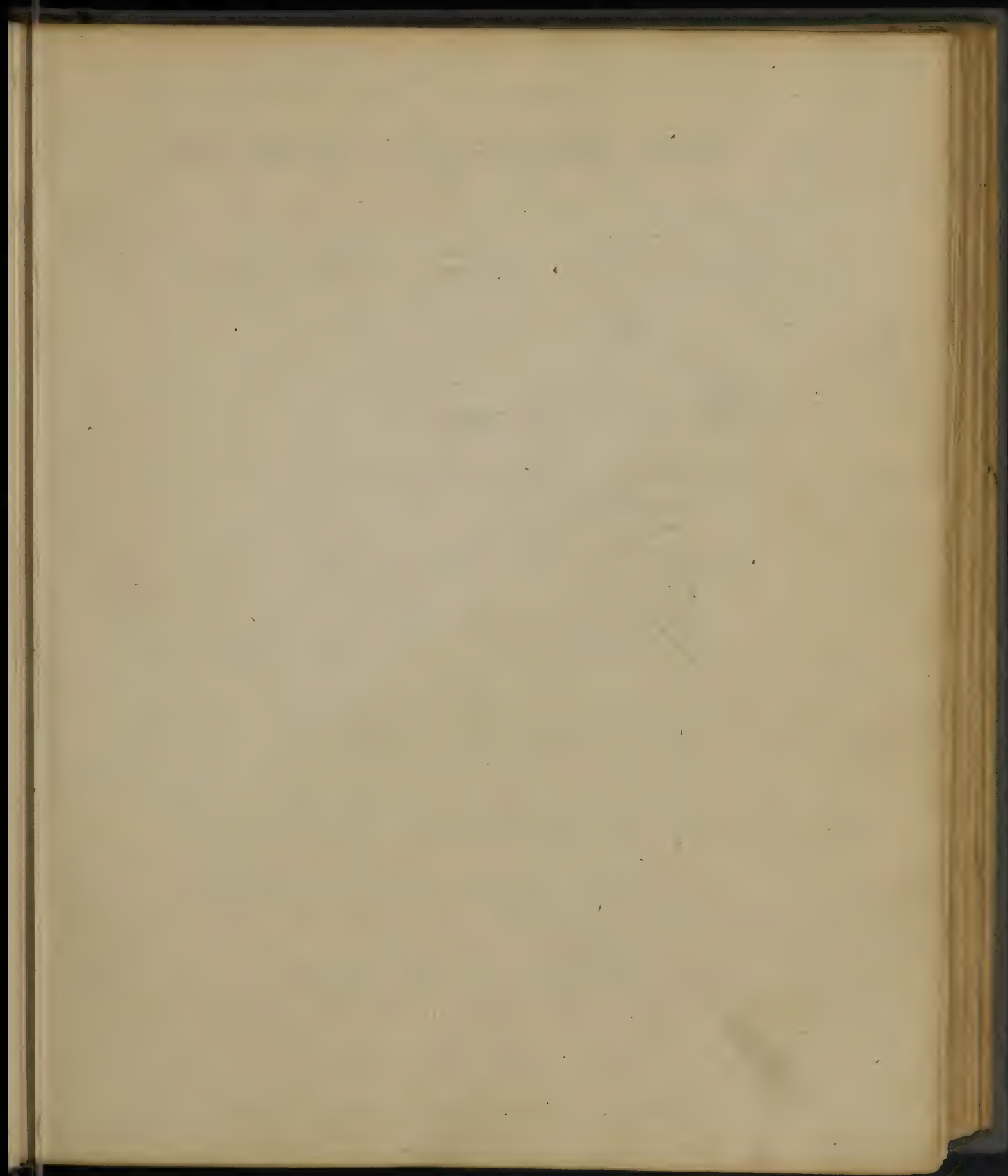
your letter

of the 10th inst. and
am glad to hear
that you are well
and hope you will
continue so.

I am, Sir,
Very respectfully,
Your obedient servant,

[illegible signature]

Wm. V.



Real Property Continued.

Injuries and Remedies.

Things Real.

Leasehold

Conveyance

Waste

Ejectment.

Here I report

Of the Injuries & Remedies to them elect.

Shew and show kinds: Quasi Quasi

Waste Subtraction Crash and Disturb

Waste. Subtraction is important to be understood

as being intimately connected with injuries

to Subtraction presents and is remedied by ac-

tion on the sub. Subtraction is of gen-

eral nature and origin. It presents

by Crash Disturb and Waste will be

treated of. In the general acceptance

Crash may be considered any Crash

kind of Crash and is so a Crash Crash

and by the Law Latin is called Crash

Crash = Crash in its Crash

Crash and in the Crash Crash

is a Crash and entry on the Crash Crash

and Crash Crash of another without

authority and does some damage thereon. Crash

It is immaterial whether the damage is

great or small if any damage either

actual or implied arises from a Crash

entry it is considered a Crash

Crash

Crash

Crash
Crash
Crash
Crash
Crash

30th Dec 1808

3. 8. 209

Crash

Crash

Crash

Crash

Real Property

Treas. 1801, of the King's High Court, to things, read
 In any title a trespass it is not need.
 Dep. 1800 say that there should be an actual
 1801 1802 a trespass although it may enhance the
 damages yet the Law implies a dan-
 erage from the unauthorized entry and
 it is called breaching the Close: in terms
 this definition is different from the other:
 1803 1804 but if there is no actual damage, there
 will only nominal damages be recovered.
 In certain cases entry without license is
 allowed by Law it is not a trespass for it is
 the duty of a Lord to maintain a Highway
 and common Highway freight and if no injury
 is done it is not a trespass. A Highway
 1805 1806 he may go on the land of his Delle to de-
 mand payment and so of a Delle to
 1807 1808 demand payment. A Lord may enter
 1809 1810 his Delle and the remainder man
 or beneficiary may enter on the portion
 in title & demand rent of a tenant
 1811 1812 but when he enters the license is given
 by

Oliver S. Hunter

So if one takes or sells land adjoining the R. R. it is
very true that it implies a right of ingress. egress &
recess and regress to go and return along it.

By the Commission, you may have have Subd. 30
have books on the land of either but this Subd. 32
is not from any of it in the individual Subd. 33
but from motives of general policy 17th Apr 33

Central Comm. of Colo. railways. 5 Nov. 1888
This rule applic. to numerous travels only. 5 Dec. 80
any one can not buy a land when another land 20 Dec. 86
land public good can not be regarded - 30 Dec. 86

It has been an unfulfilled point, whether a
new portion could be seen when entering
the Harvest
 land; it is however now settled that no + 9 Oct 51

right rising at base. The 2nd and 3rd are
 cited in former of the page 203. but contrast with the 1st
 of *Butterfly* given to me and looked

own the land if another by Law, and that
nothing is alike, he became a Special Subject
and in the S. S. of the State of Texas

Pool & Property

8 Feb 26 and destroy my fruit. It becomes a tree
In Jan. 28 paper is written the above marks the li
In Jan. 28 since said the paper of the in the said
In Dec. 381 provisions he entered with that intention
In Dec. 382 All France thinking different. It is a paper
In Dec. 383 paper enters, an hour and then great, as
In Jan. 384 may be found as a newspaper at initiation
In Jan. 385 It is a paper credited a letter in their re
In Jan. 386 published a few 1 then 2. 5 then 41

And neglect, omission or negligence
does not create a trespass at initiation or by
relation. the subsequent act, must be
a tortious act. It is since the in act
and not in this way. There must be
misfeasance. For that which could be
another act a trespass at initiation or by
relation must be a trespass itself.

If a trespasser pay not pay the title it is
not a trespass, ~~and~~ the maker may be
8 Feb 26 385 him on a bench of contract. If a letter
8 Feb 26 386 does not establish the paper, it is not a
trespass

Real Property

of the Writ of Habeas Corpus to things. Real
tender is made, he may be sued by ac-
 tion on the case. This rule does not relate
 to a Sheriff acting on mesne process.
 Could think it not fair. If he could return
 the process to him, ^{he} for the mesne but
 it can never appear that he acted under
 process, for he can never sue mesne process
 in evidence by way of justification. For it is
 a general rule that one who acts under
mesne process and sues to return can
 never plead either the process or its legality.
 The truth is the Court is not and pro-
 vided to know nothing of the process. He
 return must conform to the process.
 He then is a mere trespasser. But says Mr.
 Gould the exception is a distinction with
 out a difference. On the other hand
 if one enters with a license from the
owner, a subsequent claim does not con-
 vert the license into a trespass. If he
 commits a trespass there is a license for
 the

Trespass

5 B. & C. 1012

Pl. 0. 383

The case of the

Sh. H. 12. 12. 12.

turning process

from an execu-

tion but the mesne

process is not

properly an

action. 4. 1. 1.

289

5 B. & C. 9.

4. 1. 1.

1. 1. 1.

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1. 1. 1.

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1. 1. 1.

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1. 1. 1.

1. 1. 1.

1. 1. 1.

1. 1. 1.

1. 1. 1.

Real Property

Trespass

If the M.P. & Rem. of things (Real)
^{the action in the case}
 that only? it is said that there is the same

3 Bohn 412 presumption here as in the other case.
 1 B. 112 That he is presumed to have entered with
 113 that intention. But Mr. Justice Thayer
 8 Bohn 416 says reason is arbitrary, and I do not think
 3 Bohn 412 and possibly if the fact was so, the inten-
 113 tion is not confession as a trespasser re-
 turning: The true reason is, the Law will
 decide & reserve its license when stopped
 but the owner can not

To constitute a trespass it is said, the in-
 114 jury must be voluntary. The general
 5 B. 183 rule is directly contrary: But the injury
 115 must be voluntary is never true when the
 8 B. 114 act is done by the one who is forced.

The Law does not regard the intention in
 cases of this kind, For and Infant is liable for
 trespass as a corner. A Currier or an Ad-
 at is liable in trespass yet neither of these
 116 are with an intention of Law. But
 117 (Cay 116) direct damages, to be sure will not be
 given

Real Property

Of the Injury & Remedy to Goods (Real). *Ex p. p.*
given, for they do not relate to the question of the guilt or innocence. It is a point *Settled* 13
led in front and in passing, *two sticks* *handed* 110.119
in *man* behind, he is liable for an ass. *2 Rep. 467*
for it is a correct principle that he *3 B.W. 898*
who causes an injury should suffer rather than
have the injured party, but in this case, *Don. 5.9* }
no intention, mistake not accident, *1 Fort. 81*
if it is inevitable will not excuse. *E. 9. 5 B.W. 179. 19*
I mistake my neighbour, *Rep. for my* *3 B.W. 3*
man in the night. *Here I am not liable* *5 B.W. 179*
mistakenly, *I fear, I am liable* *1 B.W. 179* }
the intention is not regarded. *The case is* *Rep. 9. 383*
which the rule that the act must be volun-
tary, applying are those only where the act is
constructively the act of the Defendant. *E. 9.*
where a man takes a dog that he knows
~~to be a dog~~ is in the habit of biting per-
sons, now if he bite any person, the intention
is constructively liable or assumable.
Then my Servant in the discharge of my

Real Property

Trespass, *the right of man to things real*
 Oct 161 *misfeasance committed with*
Latet no act any knowledge I am only liable
 117 *to the owner, but if I direct him it is con*
 128 303 *structively my own act*

The general rule that to constitute a
 trespass the act must be voluntary ap-
 plies to cases only where the defendant
 does not commit the act, but it is
 committed by one to whom he stands in
 a responsible relation. If the Defendant
 does not concur in the act he is not lia-

ble in trespass. Trespass upon real
 128 303 property is a local injury and Quare
 128 306 *clausum fregit* is a local action. But
 128 307 *local injury* is meant and of which cog-
 128 308 *nizance* must be taken where the land
 128 309 *lies*. For if trespass is committed in Canada in
 128 310 a foreign country an action of trespass
 will not lie in this country. If a tres-
 pass is committed and the person who
 committed it is a foreigner an action may be brought

Real Property

of the life & ^{and} things real. § 209
anywhere because the subject is trans-
ferred to the party in possession in New
York and is not in possession in New York. § 209
The action of trespass and injury is § 209
called "Quare clausum Regit" and "Quare § 209
Tenuum Regit" - § 209
merely in the nature of trespass. The present case § 209
gives us who can maintain this action?
The answer to maintain this action, trespass § 209
must be in at the time of the injury § 209
committed. The life and State is limited to § 209
the life and remainder to the and injury is § 209
committed during the continuance of the § 209
particular estate now in not being § 209
an action because it is not in possession. § 209
The reason of this general rule is, that this § 209
action is intended to redress and injury to such § 209
possession, it is brought to redress of an in-
jury to the person or property in possession § 209
for a violation of a possession right with ac-
tual possession. In Connecticut a right § 209
of

What Property

Freeholders & the right to things real,
possession of one is not in actual possession
Stand 526 will not then maintain their action
H. 2. 14. It has been said that the possession must be
L. 2. 18. lawful in order to support their action. L. 1.
a disseisor can not maintain: this case
and the Court says that only between a
wrongdoer in possession and the one who
has the right of possession: If one has a
right of possession and another has a
L. 1. 15. wrongful possession, the former, wrongdoer
L. 1. 16. has and not the guilty of trespass: But this
Court says that they are between a wrongdoer in pos-
L. 1. 17. session and a wrongdoer out of possession.
L. 1. 18. They return possession can support their
L. 1. 19. action against a wrongdoer. They do not
L. 1. 20. return it and it cannot be supported. It can
be used their action against it. It follows
from the first rule that a freeholder
is entitled to a freehold can not main-
tain an action for an injury done to the
freehold, where it is in the lawful posses-
sion

Here Reported

At the High Court to the Chancery Trusts
possession of another. By Constructive
possession is meant a right of present W. & A. 504
possession. It is the fee and all leases 184
and is in the hands of it can not main Cont. Dig.
tain an action of trespass. For life, 184
a year, and not maintain it during the 3 Bro. 16. 39
life or lease of the particular tenant.

At Gillingham from the Lord's rule that at 184
Common Law the heir can not maintain 184
an action even after the death of his an 184
cestor, before he has actual possession Cont. Dig.
At Common Law, that a person who 184
can not before he is actually maintained and as 184
long as the injury committed between him 184
of trespass and the recovery. Trespass is an 184
injury to one's possession he must be in 184
possession and in actual possession in order to main 184
tain, in this case he can not because 184
these injuries are committed when he was 184
out of possession. In the rule that is
accepted, for if the title of the trespasser

Real Dr. Barker

If the injury done to the land is a trespass
committed after the dispossession but the
fiction holds not against a second Dispossessor
since and stranger. 1st 100. (Collect. 1)
Contra vide in 1st 100, 1st 100, 1st 100, 1st 100
1st 100 1st 100 1st 100

Yr. Honor is of the same opinion
that the fiction is not to be extended to a second
dispossessor. But it is asked why
can not this fiction extend to a second
dispossessor? it is answered that it
would be liable in trespass to land which
he has paid a valuable consideration for
and he may sue for the same trespass
since for the first dispossession he has a remedy
against the second dispossessor and therefore
the same remedy can not be given to
the party dispossessed though this fiction
operates as to the trespass and not to the title
the party dispossessed can not maintain

Real Property

Trespass Of the right of service to things (Real)
maintain an action against Defendant,
1000.00 of service. it is not necessary that the
Defendant be a tenant or not a tenant for service
and the D. & S. A. Defendant, Owner of the property, and
the D. & S. A. Defendant, Owner of the property, in this case
the Owner of the property does not maintain
an action for service, but a different action may take
place in the future, but by a different action.

Defendant This distinction is not sufficient, the party
defendant may maintain an action for the
service, for it was an invasion of property
D. & S. A. Defendant & Defendant by A. A. continuing in
the service. Here the Owner can not maintain
an action for the service, but he may for the service although he ne
ver enters. The party defendant without re
sistance may maintain an action for the
service, but he may be committed before the original act.
Continuing in service D. & S. A. Defendant & Defendant by A. A. continuing in
the service & continuing a month longer, he
may for the service, the Owner may main-
tain

Real Property

Of the Right of Recovery Real Trespass
maintains an action for the trespass for
his way at that time in possession.

Whether the Dispossessed may have an ac-
tion as tenant for the conversion or use of
the profits by the second Dispossessed. see
Leach. 1001. 11. 100. 11. 134.

Not only the Owner, but tenant for life
in tail, for years at will, and Sufferance
and even a Dispossessed, can maintain this
action. The tenant at will, at Sufferance

and a Dispossessed, can maintain it only 5 Bac. 167 185
against Wrongdoers; but tenant in tail 2. R. 11. 531
for life or for years may maintain it a 2. R. 11. 530
against Lessor or Reversioner, for the land 3 Co. 54
or tenement or against Reversioner or Re- 180 347
mainder man; E. 11. 4. 100. 11. 134.
If the Owner can he has the use of the land
the lessee of a tenancy at will or Sufferance
or of a Dispossessed, may enter and destroy the
estate. Although lessee at will could not
maintain an action against lessee for the

What is a Right?

Of the right of a person to the things that are
 a common freight for cutting down the
 trees for by this toleration to refer to a
 right of entering on the ground on which the trees grow: and it is to be noted that the
 landowner commits to use, the land must have
 an action against him: but a tenant for
 life or years may commit waste for they
 have an interest separate from the delivery.

Of a right of waste. Where as it is not to be taken
 unless his Estate or interest, he becomes a tenant for life of
 a house or land and if he grants an easement (say)
 a right of way to a third person. If he grants to a third person
 his land, it is not a right of way, and is in possession. If he grants
 it, many have trouble, for it is necessary to be a right of way
 only when the injury is done. If it is not a right of way, it is not a right of way
 of land and injury is done to it. If it is not a right of way, it is not a right of way
 otherwise, only it will be a right of way. If it is not a right of way, it is not a right of way
 tion for that injury. If it is not a right of way, it is not a right of way.
 I will be a right of way. I will be a right of way. I will be a right of way.
 I will be a right of way. I will be a right of way. I will be a right of way.

The Owner of a Right may have an action
 for the injury to the Right for the injury.

April 26th 1894

Dec 1840. At the N. Y. Convention things were
 Centre. 1841. not done with the same although he was
 10th Nov. 1841. with a view of passing over it. At Con-
 Sept. 1844. vention I saw him might have been
 1845. against one who would encroach but he
 Feb. 1848. can not retain position against the
 Feb. 1849. policy of the Connecticut centre,
 3. Dec. 1849. It is common in the country as well as
 Sept. 1846. in England for a person to own a copy
 when another land and receive the profits
 it is said by some that if all persons &c
 C. C. 1843. who and the profits to be divided. I must
 3. Feb. 1848. bring "guaranteed copyright" but they
 1848. must join in a compact to the English &c
 Centre think they may join in no action
 "guaranteed copyright" being joint own-
 ers there is a point which is analogous to
 the German case. I agree to sign a book
 and then the Centre will have an ac-
 tion different from the other for it is common
 to the Centre & persons who may they not
 join when their interest is joint?

Rece. Property

Of the Buyer & Seller things Rece. Presp.
If an injury is committed on the land of
a Joint Tenant, the Husband and Wife Ex. 86. 3
must join. They must join, because for an Ex. 86. 3
not being the action alone and the wife
must, because it would survive to her.

If trespass is committed on the land of
Joint Tenants, every tenant must bring Ex. 86. 3
the action. Also of Tenants in Common. Litt. 350. 315
although their rights are distinct, yet the Ex. 86. 3
subject is the same and the damages are 2. 9. 11. 387
not several: also of Co-owners. W. 1. 194

Trespass lies at the suit of a person against
whom a Commission of Corruption has 3. 11. 382
been issued (he not being an officer of the Hard. 480
Corrupt Law, against the Esq. 5. 398
under the Commission for taking possession
of his house, goods, & for the rectitude
is not.

For what injuries does this action lie? Ex. 86. 3
Every person is liable for his own acts, as
well as for others, for if they be negligent
or careless.

Real Property

Trespass If the hired Rem. to things done
keeping stray upon the land of another
30 B.R. 211 a fortiori, if he drives them, he is liable
5 B.R. 177 in guard a common freight. But if it arises
from a fault in the land of the
3. P. 1807 since the former is not liable: as if he does
5 B.R. 18. not keep a lawful fence: In this case
5 B.R. 1807 he has two remedies: either to restrain
3 B.R. 211 them damage servant and impossess
5 B.R. 211 them quite he is satisfied if he may
12 Mar. 1845 have this action. This action can be of
5 B.R. 177 maintained against an existing fence
Rep. 386. mer. E. G. A. keeps cattle for D. and
they stray upon the land of C. now A. is
liable, for he is under the same obligation
5 B.R. 516 as the owner: and not according to some
5 B.R. 387 he can not bring an action against the
5 B.R. 180 owner: but the better opinion is that he
may = It is said that if A's tree is blown
upon C's land, he may go for it: for it is
5 B.R. 180 blown there without his fault: but it is
2 W. 1895 said if he lets it fall by his own negl.

Post Script

Of the 17th & 18th the thing done: (P. 17)
is called in the book of the 1st for the
most hand proper caution: (P. 17)
talis accident will escape a trespasser (P. 17)

If the timber of the floats upon the land of
A. and B. is damaged, he is liable in re-
demption on the river. He is liable in re-
demption of the neglect, but no fiction and no reason (P. 17)

it is his conduct. If A. steals the logs of B. (P. 17)
B. and carries them to the land of C. (P. 17)

enter the same to release him. So if (P. 17)
of the body of a tree belonging to A. (P. 17)

upon the land of B. they are liable in re-
demption. If a person by contract with the public is (P. 17)

repairing a public bridge, he can be upon the (P. 17)
land of an individual to do so. public (P. 17)

requires it. So as to a private bridge (P. 17)
since since, the land of A. and B. (P. 17)

put the abutments of the bridge on (P. 17)
A. and B. (P. 17)

since for it is implied by law in the grant (P. 17)
that he shall have that privilege (P. 17)

Real Estate

Exchange of the right of a person to the land

It was once believed that a landowner could
not sell a part of his land (the land) and go on with the
land as before. This is now a rule of law, it can be

and 37th, it is by specific custom and prescription

and 2nd, it is a consequence of the law

of the land but it is common law, it is

an ancient rule of law, it is a rule of law

which you may see in the old law

books, it is a rule of law, it is a rule of law

which you may see in the old law

books, it is a rule of law, it is a rule of law

which you may see in the old law

books, it is a rule of law, it is a rule of law

which you may see in the old law

books, it is a rule of law, it is a rule of law

which you may see in the old law

books, it is a rule of law, it is a rule of law

which you may see in the old law

books, it is a rule of law, it is a rule of law

which you may see in the old law

Let it be reported

That the right of the House to the House of Representatives
and not to be unrepresented must be in 5 P. M.
for parliament either from the House or the House of
Lords, not leaving the door open for the House of Lords.

But if the Council of the House has un-
lawfully taken goods of another the Council of the
House may go on and take them, but it can be shown
not break open the door for any unlawful House to do.
It is a breach in Law. Any person can be sent out of the House.
Take his goods if he can do so without
breaching the peace: all any individual
can do as a peace officer is to enter a
house to suppress a riot: this is individual
and cannot be done from any privilege of the
House, but to protect the rights of the House.
If the door is open, he may enter by
permission of the House, though without that of the House.
He may as to pay money: that is a privilege of the House.
If a person is to be sent out at the House of
Lords, he cannot prevent the consent of the House
to be called in to help for they can
not by any contract undertaken to the
House.

At Cal. & Boston

Exhibit

of the right of property in slaves
 This entry was from which the law
 3 B. 200 not received. For which we find themselves
 B. 200 to pay money and if cannot enter the
 house of his third person. I think and
 then placed off in order to receive the
 as much more as if the person was
 without the consent of the owner

Exhibit

There is a distinction between Criminal
 and civil process. In case of civil pro-
 cess he can not enter without permission
 4 B. 200 unless the door is open, but in Criminal
 cases if he is refused he may break the door
 5 B. 200 if he beats the door down without having
 6 B. 200 first permission it is a crime. He is also
 7 B. 200 liable. This distinction proceeds upon the
 8 B. 200 principle, that although the rights of an
 individual are not to be infringed by the rights of
 another still they must yield to the
 public. This privilege of entry in civil
 cases is construed strictly and all the
 courts that upon principle this ought not
 to exist.

Exhibit

Exhibit

Exhibit

Exhibit

Exhibit

Read & Reported

Of the Imp. & Rem. Regulations (Hans. 1844) 100 p. 10

The Law is established as to entering
doors, and windows: but not as to Chests,
Trunks, Closets, &c. If an Officer enters the
outer door, peacefully, he may break & use
the inner door, &c. and this explains the
rule with respect to a Mansion House

Comp. 10

Nov. 1844

263
Exp. 10. 104

Leaving a latch is breaking within the rule.

In the general description of breaking is
if you loose any fastening. The rule in
civil cases, does not apply to the word of
"breaking" in this instance. For it is a unit
of execution in the action of Ejectment. &

Mr. Gurnea thinks the ground of this dis- 16th p. 10
tinction is just. For otherwise it would be 1844
directly opposite to the intention of the Act 1844
and the Act would be a failure. 10 p. 10

See further on this distinction in the case of 10 p. 10

This privilege of breaking is given to the 10 p. 10
and security of the house only. If the 10 p. 10
of a house is the house of a man and 10 p. 10
refused to receive him, he may then break & 10 p. 10

April 23, 1880

All general Search Warrants by Com.
 of the Court should have no date and are no Justification
 of the Officer. They are in action & they to search
 without any special authority & a writ
 of Habeas Corpus is illegal and
 void. The Court is under the restriction of the
 Constitution and must make out that he is

at a certain time, the property (or whatever is left) is
at a particular place and time, make
the case out to his suspicion, and the ground of
them. 2nd It must be connected by a

[illegible]

Peer Bessie

[illegible]

Dec 11 1855

Dec 11 1855
 I have committed a trespass by taking a horse
 and rider another to commit a trespass for
 trespass and the party injured in either
 case may sue either or both of them.

Dec 11 1855
 It is said that if I agree to a trespass
 committed by a third person for his horse
 nothing of the trespass will be committed,
 since he is the owner of the horse. If I
 may prevent or stop a third person from
 taking a horse and I take the horse
 but I do not take the horse for a horse, I do not
 commit a trespass. The liability in such a case is
 upon the person taking the horse, and the
 person who is the injured owner is not
 liable for breaking the horse, guard or
 fence. But this is not a rule, but a
 principle only.

Dec 11 1855
 (personal only) = There are many restric-
 tions, respecting the Master's liability for
 his servant. See titles for master & servant.

Dec 11 1855
 If a person commits a trespass
 the party injured may sue the person

Real Property

Of the joint & several things (see O. Trespas) if there be the trespass joint as well as several. All upon a joint Contract. If you sue more than one, you must sue all for it must be alleged joint as for several, and the act of one of them is considered as the act of himself as well as of the others. If a trespass is committed by A. & B. jointly, and C. upon C. and during the pendency of the suit between A. & B. C. pleads this in abatement to an action by C. against him. But since now this is not Law, but altho the trespass is joint, he can have but one satisfaction and one recovery; and if he sue judgment against one the other may plead this in bar, but not in abatement. It is said in 5 Breen 185 that an action of trespass for Defendant may be an action against another Defendant; this again Mr. Gould says is not Law. E. G. of A. B. are joined in the same action and A. is acquitted, yet B. is bound and liable to judgment.

Place & Property

Jan 28th

the Copy of Rem. to them & Real;
 if it can not be given in evidence; for
 copy can not be given in evidence only
 between the parties and their immediate
 representatives. A. Lopez entitled to her
Copy may have Copy against the

Jan 28th

Feb 1st 1887

Real for in point of interest this is se-
 vera from the title = A will be against
 the Copy by Lopez for life or years. B. H. if it
 comes to B. for life or years B can main-
 tain against A. for it is the for the time be-
 ing and his title is more complete than

Jan 28th

Feb 1st

Big land
 of Spain or
 of Spain
 of Spain
 acquiring, but
 distinct from
 the land

that of the Copy for he has been a copy as
 proprietor. If it's Copy stray into A's in-
 closed from defect of B. Copy and
 then B. can from defect of B. Copy. B.
 may have an action against A. Copy

Jan 28th

Feb 1st

Feb 1st

first impression he could not for the defect
 of Copy is only against the proprietor of
Copy in the acquiring field. If it should
 not eventually come for it in the defect
 of B. Copy and Copy may have an action

Real Property

Of the injury done to things (Real Property)
and the owner against B to indemnify
him for his liability

(Declaration in Trespass)

W. P. O. 1
7. 6. 1812

When they hear, will be treated of such thing to state
ruly as are peculiar to the action - the facts which
constitute the
trespass in
fact and form

If trespass coming in an act of force
thrust given by hand it is sufficient to state the trespass generally and of the defendant's plea generally or coming all

stated in the Declaration, the plaintiff, P. D. 1, 1812

may reply by a second assignment or the
a second assignment: it may be for
breaking his house and taking his

goods: B pleads to the first the plea
to the breaking and if A. had for breaking broken

his furniture, by way of aggravation & B. pleads
pleads legal proof and it may be that B. pleads
that he did break the furniture, B. pleads by

to prove his right and is liable ab-
initio

Real Property

Shawing
in
Trespass

Of the right & remedy to things Real
and the plaintiff's state: particularly the
bearing of his position. It is not necessary
to state all the facts in the Declaration

The only state in which a person of an
is each as you
may be found, even though they are not in some way
connected with the case, but he

is not bound to do so. To aggravate the de
mages he may repeat things for which claims
he would not otherwise recover. They for her

may be found to have been wife for many
years, but not to be a direct act

may be found to have been wife for many
years, but not to be a direct act

may be found to have been wife for many
years, but not to be a direct act

may be found to have been wife for many
years, but not to be a direct act

may be found to have been wife for many
years, but not to be a direct act

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years, but not to be a direct act

may be found to have been wife for many
years, but not to be a direct act

may be found to have been wife for many
years, but not to be a direct act

brock

Real Property

If the Inj. & Rem. to thing Real.

Planning
in
Trespas

breaks the house of B. and beats his servants. L. Ry. 1832.
If they are not, and although the servant parts 113
may maintain per. for the balance. Stat. 202
yet the master must have an action in

the case with a per. If it is a distant death 130
and he can not pay a per. in the case. Stat. 43. 200
tion. In the first case he can not have an action in
et unum, and in the second an action in et unum
the case: one is an aggregation of the other.

although the occupying have not conflicted 27. 186
yet the true criterion has not been established
in the case there is a jointer. 2 L. Ry. 1832

If he does not pay a per. he can not re-
cover the loss of service, nor can he prove it
is insurance for this is the gist of the action.

The Declaration of the trespass et unum
is good, although the jointer was not proved
the per. according to the rule de

revisum aliquota probata non est
not to recover the loss of service. The
day upon which the trespass is laid in the

Photogr. 38.
Stat. 612
8. 182.
Stat. 157.
Declar.

Real Answer

Pleading
in
Error

Of the right to bring to things (Real)
Property is not material upon the
issue the plaintiff is not required to show
that he is in the Declaration for he may
charge the act to have been committed
in his own name and it is not a ground
for a plea in bar. In a plea in bar if it is shown
upon the face of the Declaration that
another person certainly and exclusively was
concerned with the Defendant in the
act of trespass and it is said that the
Declaration is not good. It should be
said that to be true for a fact that
another would not injure the plaintiff upon the
plea in bar. It is not the Declaration
that is in error. Indeed it has always
been held that if it appears on the face of
the Declaration that the person not
concerned with the Defendant
is the trespass is not shown to the
plea in bar. The pleading is good yet it
shows the action appears to be good in
itself.

Real Property

Standing
Trespass

Of the 11th & 12th Reg. 1793. Sec. 1.
Concerns the nature of the judgment.
is to be collected from the Recovers

Statute of
11th Reg.

By Statute 11th Reg. Chas. 1. the writ
of these words, in a Declaration
may be amended after verdict. Yet

Salisbury

the Law does not dispense with them

Of 1793

for it would be ill if not amended
for the Declaration is ill and Damages
not seen it to send till after verdict

By Statute 17th Reg. and 18th Reg.
the judgment of Captains ~~of~~ ^{of} ~~the~~ ^{the} ~~land~~ ^{land} is
taken away and this distinction is
destroyed whether the trespass is in the
case or is in it being the judgment is
in misericordia. It enacts however
a Statute that the plaintiff shall pay

17th Reg.

6s. to the Crown whenever the

18th Reg.

sign judgment and shall receive of
the Defendant as his Cost. All say
it is not necessary to insert these words
as the reason for which it was found

Real Property

1870 1875
1876 1877

1. The English Rule (the English Rule) is that the value of the property must be specifically alleged, and it is not sufficient to say that the property was destroyed.

2. It is not sufficient to say that the property was destroyed, but the value must be specifically alleged. The English Rule is that the value of the property must be specifically alleged, and it is not sufficient to say that the property was destroyed. The English Rule is that the value of the property must be specifically alleged, and it is not sufficient to say that the property was destroyed.

3. The English Rule is that the value of the property must be specifically alleged, and it is not sufficient to say that the property was destroyed. The English Rule is that the value of the property must be specifically alleged, and it is not sufficient to say that the property was destroyed. The English Rule is that the value of the property must be specifically alleged, and it is not sufficient to say that the property was destroyed.

Real Property

As the title & ownership of things (Real
 Estate) is for the most part not to have an
 action if he has sustained no injury and
 another reason assigned for his stating
 the value of it is to show that the case is
 within the jurisdiction of the Court: the
 omission of this rule is good after verdict
 though bad in Remedy, for the Jury then
 ascertain the damage & lay in with a
 continuance some distinction and necessity
 exists. In trespass of a permanent nature
 and where it is renewed the plaintiff
 may recover for the whole injury by lay-
 ing a continuance: Thus if the cattle of
 one enter upon the land of another, from
 day to day the injury may be laid with
 a continuance from such a time to such
 a time, because themselves are so blended
 that they can not be separated: The
 plaintiff is not obliged to bring the action
 with a continuance, but it is as his elec-
 tion. See the form of a Count in Tithes & Distress.

pleading
 in
 trespass

Dist. 230. 24. 30.

Sp. 240.

Continuance
 in (Sp. 240)
 Dist. 230. 24. 30.

in 230. 4.

4. Bar. 24. 55.

Sp. 240.

* 4. Bar. 24. 55.
 in 230. 4.
 Dist. 230. 24. 30.
 in 230. 4.
 Sp. 240.

2 Kelly, 2. 505.

Sp. 240.

Dist. 230. 24. 30.

3 Bar. 24. 55.

Sp. 240.

Dist. 230. 24. 30.

3 Bar. 24. 55.

Sp. 240.

Dist. 230. 24. 30.

3 Bar. 24. 55.

Real Property

Pleading
Trespas

Of the Inj^y & Remedy to things Real
(But where the trespass terminates of
themselves and can not be renewed, the
Declaration can not be made with a
Continuance: E.g. If I cut a tree upon
the land of D on today and end on to
morrow the Declaration can not be laid
with a Continuance: In case of this let
for hire, if the Plaintiff choose to re-
mit them in one Declaration, he may
charge them at divers times: Although
several trespasses are charged to have been
committed on one day, no avoidance can
be introduced of trespass which and not
committed on one day or some one day.

There are two modes of declaring with a
continuance, and each of them is adapted
to a class of cases, peculiar to themselves
1st It may be laid with a continuance
for the whole time without intermission
2^d Or continuation on every day and
time, from such a day to such a day.

Real Property

of the trespass & Remedy to things 'Real'

Pleading 3
in
Trespas 3

In the first case it is proper, when the trespass is considered without interruption for a longer time than one day (i.e.) when it is for a number of days together. E.g.

Leak S. 24.

Cartle. of a cart entered upon the land of B. and

Cartle. Entry 3
661

continued for several days, here it is with

S. Bad 194.8.

out interruption: this moves suppose the

then Dist

trespass to be a series of renewals but the

the law

acts themselves, to have been in continuity

Page 121a

On the other hand in the second case, they

are of a ^{permanent} ~~perfect~~ nature, yet at intervals

1. D. 2. 210

by continuation on every day from such

Cartle, Dist. 612
658

a time to such a time. E.g. If the Cartle yet

S. Bad 190

enters upon the land of B. the day and returns

tomorrow, these trespassing acts are not in

continuity: according to this distinction

where there has been an action and recovery

subsequent by the plaintiff, every trespass

committed from the time of disseisin to

the present may be laid with a continuance

and E. g. If a castle and recovery, he may

lay

Real Property

Pleading

2nd. 1st. 2nd.

of the 1st & 2nd. to things Real
lay with a continuance for the whole time
from the Disposition to the recovery: Another
rule is, if after the plaintiff has been case

66. 182

Sal. 1835

22. 1835

ten and recovery, he is intra and recovery
again, he may then lay with a Continuance
and for the whole time. This Mr. Gould says
is not correct, for the trespassing possession
of the Disposer is not continued. Where
the trespass consists in a Disposer's re-
possession, under that Disposer as well as
the possessor he may lay with a continuance
and, supposing him to have been in pos-
session during the whole time, but he must
set forth the Cause and a specific state of
the facts. By the Common Law after

Sal. 1835

Sal. 1835

Sal. 1835

Sal. 1835

Sal. 1835

Sal. 1835

recovery he is supposed to have been in
possession by relation: but there is no need
of this form. The more the distinction
must be artificial and too rigorous, and
for the purpose of laying with a Continuance
is not a radical difference and can not be cured

Real Property

Of the ^{1st} ^{2d} ^{3d} ^{4th} ^{5th} ^{6th} ^{7th} ^{8th} ^{9th} ^{10th} ^{11th} ^{12th} ^{13th} ^{14th} ^{15th} ^{16th} ^{17th} ^{18th} ^{19th} ^{20th} ^{21st} ^{22nd} ^{23rd} ^{24th} ^{25th} ^{26th} ^{27th} ^{28th} ^{29th} ^{30th} ^{31st} ^{32nd} ^{33rd} ^{34th} ^{35th} ^{36th} ^{37th} ^{38th} ^{39th} ^{40th} ^{41st} ^{42nd} ^{43rd} ^{44th} ^{45th} ^{46th} ^{47th} ^{48th} ^{49th} ^{50th} ^{51st} ^{52nd} ^{53rd} ^{54th} ^{55th} ^{56th} ^{57th} ^{58th} ^{59th} ^{60th} ^{61st} ^{62nd} ^{63rd} ^{64th} ^{65th} ^{66th} ^{67th} ^{68th} ^{69th} ^{70th} ^{71st} ^{72nd} ^{73rd} ^{74th} ^{75th} ^{76th} ^{77th} ^{78th} ^{79th} ^{80th} ^{81st} ^{82nd} ^{83rd} ^{84th} ^{85th} ^{86th} ^{87th} ^{88th} ^{89th} ^{90th} ^{91st} ^{92nd} ^{93rd} ^{94th} ^{95th} ^{96th} ^{97th} ^{98th} ^{99th} ^{100th} ^{101st} ^{102nd} ^{103rd} ^{104th} ^{105th} ^{106th} ^{107th} ^{108th} ^{109th} ^{110th} ^{111th} ^{112th} ^{113th} ^{114th} ^{115th} ^{116th} ^{117th} ^{118th} ^{119th} ^{120th} ^{121st} ^{122nd} 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Read Property

Hearings
in
Trespas

Of the Injury & Remedy & things Read

Readings and the part of the

of the

In some actions sounding in tort the general
rule is that a person is not guilty of a trespass unless
he has a right to the land and a right to the

of the

confined to a certain area and he is not
entitled to plead not guilty to an action

of the

time of the trespass brought for the same wrong
where the parties are not the same, the

defendant can prevent that piece from be-
ing given in evidence. The reason is that his

confession is the same as any declaration
in a writ of habeas corpus. Verbal declaration and

you get not convicted, but a person is con-
sidered as an actual trespasser and

pleaded, not guilty and very careful. They
could not be given in evidence against

him in a civil action. If the Defendant
pleads upon a special justification he must

be allowed to plead it specially and
not give it in evidence upon the general

of the
of the
of the

of the

Peace & Justice

of the 1st & 2nd Principles of Law. Pleading 3
for the general issue, the fact in the
Pleading: but a justification admits
the fact, yet denies the operation of Law. Pleading 61
upon them: & 2. the Defendant pleads, Pleading 62
General Issue, and justifies that he entered Selling 187
a Sheriff, his evidence contradicts the
plea: he should admit the fact yet deny
the effects of the Law. In connection the
Law of Pleading is different: the Statute the
Defendant as a Civil suit may give in
evidence when the general issue says nothing
but some act of the plaintiff by which he
is liable, as an accident and satisfaction
and or release: But though he may
plead under general issue saying nothing
with the preceding exceptions, & he
may give anything that contradicts the
plaintiff, though it may seem to be a
justification. & 3. in a quare damnum quod libet
hegit he may give a release to himself or his
or his heirs a justification.

Real Property

Warrington
Hargrave
S. 12. 14.

of the King & Remains to things Real.
Whereas the general issue it is a good de-
fence that the Defendant was Tenant in
Common with the Plaintiff: For a be-
tween the Tenant's in Common no action
lies: But where the Plaintiff is Tenant.

S. 12. 14. in Common with a Stranger who is not
a Tenant, the Defendant cannot give it in
evidence under the general issue nor plead
it at all in the return, but must in a
plea. Where a justification arises
from force of Law it must be pleaded
specifically: as Chattel may justify in Fine
plea without mentioning the judgment
where it is brought by one of the parties, or
he cannot stay the writ. If it is brought
against the Plaintiff to the same judge
he must give the judgment as well as the
plea. Because that judgment might be
reversed & if reversed and because he is
said to be bound to that judgment the same
rule applies to a Stranger's act as a

Justification

Real Property

Of the Right of a Sheriff to things (Real)
not so of a Sheriff: the rule as to other
persons acting in place of the Sheriff must
justify under that process: he is not a
volunteer, for he is commanded by the Court.
He has the same privilege as is bound
to strip. On the other hand if the action is
brought by a stranger to the original
judgment against a Sheriff, relying on
an execution from that judgment, the
Sheriff must show the judgment as well
as execution: but this case would seldom
occur. If the Sheriff breaks the law of
it to take a lock-up there must be
the Sheriff, the Sheriff must show the
judgment as well as the execution.

Record and Satisfaction is a good
idea in trusts. Record alone is not in
any action. Record is an agreement to
resort something in case of the recovery.
Satisfaction is the execution of that agreement.

Plowden
in
Trusts

Salk. 109

3 B. & C. 241.

2 B. & C. 401.

10 B. & C. 32.

Constitution
of
the
Court
of
Commons
in
1791.

Heads Robert

Readings.

Receipts Of the Surge & Comm^o to Kings Road

When Good and Satisfaction is a general
 plea or defence: But to perhaps it may be

But it is ^{not} agreed that the plaintiff should accept a
\$1000.00. Hence for the damages it is not given but it

Waller's should state that he did actually see
54m 39. capt. which was later found. Answer 42m

Libraries is a good place in any personal

to Dec. 26. Action was taken where the plea arising from
Sept. 25. 185. matter was brought to the bench. H

"Release" is a good plan ^{can be} in the sense it is
a permanent discharge of all liability: but

with regard to all of these three places, the

at 74. Defendant must transfer that he was
Ch. 1922
Ray 2-100 guilty of any trespass within the time of the
discharge and before the date of the writ.

Dr. G. G. Thompson is said to have died in October 1810: or so
long as the 1st of November 1810: He it is said

1st Section. Now the Defendant must
show that it was guilty of any triable
felony the 1st Section 1857 and 1st Section

That is the Defendant, please to
read

Real Pleading

At the time of the writ of Habeas Corpus
 release before the time the plaintiff
 must go with an attorney for support
 you allege the writ to be such a day
 and the Defendant justifies at that day
 the plaintiff may show another day and
 it is no departure, for the plaintiff may
 appear at any time before action
 brought so that the plea should cover
 the whole time to the bringing of the action
 At present the mode is more convenient,
 in the case mentioned, the Defendant pleads
 the general issue, since the time of release
 and before issuing of the writ and before the
 release he pleads the release. Where there
 are joint trespassers a release to one of them
 lease to all. each joint trespasser is liable
 for the whole. If it is a joint trespass
 before the plaintiff releases it he cannot
 then sue all. If a joint action is brought
 against two who plead severally and the
 dict. is had against one the plaintiff

Pleasings
 in
 3
 5

Sect. 104
 2d day 209

Exp. 24th 5

Stat. 66.
 1st 1833

56. 109.

before

1837.

1838

Lord Campbell

Messrs,
Messrs

of the High Court of Chancery
may enter a bill of complaint against the
defendant ^{plaintiff} this is a bill of complaint and not a re-

Deputy
leave to the other for being in point as
well as answer. It was formerly held

that if a bill of complaint was entered
against one of two joint defendants before
judgment was obtained against the other
that this was a discharge of the latter

because this is not law for you may now
enter a bill of complaint against one and sue
for any other

243
The defendant may sue. If the plaintiff
has recovered judgment against one of two
joint defendants they may be joined in
the bill by another for the same thing. For as
though he may sue for the same thing
for the same thing yet he can have but
one satisfaction. But it is a discharge a
mere recovery of judgment will not do
although it is a bill of complaint

For Statute in favor of the Defendant
that

Real Property

Of the Real & Personal Things (Real). Helding 1
may "plead in bar a disclaimer together Helding 3
with sufficient answers before action brought

At Common Law no tenure is pleadable. Strap. 549.
unless the reversion and contingent but this Salk. 888

A statute extends to involuntary trespasses 2 H. 6. 570
and the Defendant must further plead E. 1. 248.

that same be conveyed: it is not so in Connecticut. The Statute of Limitations

is a good bar: By the Statute action must be brought within six years in Con-

necticut three years. At Common Law Stat. of Conn.
you must plead it specifically and can "it is specifically

not give it in evidence under the general Stat. of Conn.
issue in Connecticut it may be given Stat. of Conn.

in evidence under the General Issue Stat. of Conn.
The specific plead of title in trespass is plea of title

answers to the general issue and the general issue is plea of title

rule at Common Law, that you can not plead specifically what answers to a general issue

issue: because it refers to the Court issue of fact which ought to go to the jury

Real Property

Pleadings

3 B.C. 200

3 B.C. 200

3 B.C. 200

3 B.C. 200

3 B.C. 200

3 B.C. 200

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3 B.C. 200

3 B.C. 200

of the 1st & 2nd 1000. The Defendant at Common Law may plead specially the title by giving the plaintiff notice of title yet he must at least show prima facie title and in some cases in Law this puts the plaintiff to show his real title. This is an exception of the general rule and applies to two actions excepted quod clauum fregit and spike.

In Consequence a special plea of title is warranted by Statute yet he may plead under the General Issue. This last is the most usual mode. He must abide by his plea of title and he may try title under the general issue by a single issue by of the Law. Judgment in title in a local or personal action is not but a personal Real though a special plea of title is very proper of the same nature. Where a man is bound that has a perpetual tenure the parties for the same subject.

3 B.C. 200

3 B.C. 200

3 B.C. 200

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3 B.C. 200

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3 B.C. 200

3 B.C. 200

3 B.C. 200

3 B.C. 200

3 B.C. 200

3 B.C. 200

Dear Robert

of the High & Low Water (at High Water)

Reading

1810

It would be sufficient a few rays of
evidence necessary in this relation.

In the above
all things
are true —

—The Evidence must follow the Question

is exhibited to support the opinion and of a

364. v. 1388

Fact is not proved in this it can not be

20 BC 47/165

can in culture. Under the general al

174

Legation alia munda de magis

of matter of degradation, which will

not of itself sufficient in accord: but this

is not necessary to transcribe: no vi-

source of a fact that will support an ac-

tion can be given unless that fact is pro-

specifically alleged. B. F. & I. over to the beach.

King, Sir John, and other courtiers. A well

5. 4. 220

Not to allude to give the evidence that

The Defendant had obtained his help for

What would support an action study?

we can not recover unless he specializes
in the old and new.

scale of = If the plaintiff set out the

the boundary of the city of New York
to the city of New York.

Feb. 24

Read & Present

Pleasings }
 of the 1st & 2nd things Read
 appear to be the same. he must be in
 general correct, though it is not necessary
 to be particular: it is should state fact
ward and it is found to be Dr. B. it is gone
 Where it is laid with a Continuance he is
 a refuge to the time laid in the Continuance
 and as it is a charge it to have been come
 committed between land 31. October he can't
 from it to have been committed in Drp.
October. Mr. Foulle says he does not under-
 stand the reason of this rule: he may prom-
 ise it to have been committed within the time
 stated. But though he is confined to the
 time around by the Continuance, he may
 waive the Continuance and prove it on any
 other day that may not fall within the term of
 the Continuance. Where it is tried within
 the Continuance the plaintiff must prove
 it. Dr. B. recedes, if not he can recover for the year
only. In an actual error the
plaintiff always lays it with a contin-

Real Property

Pleadings
in
Trespass

For the
a trespass
at the
of the
id.

Pl. 418

Pl. 419

or 492

Pl. 418

Pl. 419

Pl. 418

Pl. 419

of the Trespass & Real Property. The first allegation states in general terms and appears as matter of assumption yet it is particularized by a more significant they are distinct subjects for trespass and make him a trespasser at will. If the Plaintiff makes a more significant and the Defendant pleads the General Issue, the Plaintiff cannot prove the Defendant guilty at the place stated in the plea in Bar for this reason it is a trespass at will and does not make trespass originally but he must rely on the more significant. If upon a plea of justification, the Defendant proves as much as amounts to a justification in Law, it is good: he will recover although he does not prove the whole. If a surplusage does not give it any harm. When it is brought by a stranger against a third, you must plead just. a will as Defendant so you must prove the same.

Of the nature of the thing, and judgment as to a Decision when ever it is made, it is plain judgment

Placings

Proposition

Of the nature of the thing, and
judgment as to a Decision when
ever it is made, it is plain judgment

Placings as well as plain proceed you must proceed
in both for this reason, since he must decide
that it is decide he must decide why the

Placings then a number of proceed a little
distance of proceed a little proceed a little

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Real & Personal

The Real & Personal (Real & Personal) (Real & Personal)

Real is a generic term and Dipicfin and Dipicfin are distinct species. 3 Bl C 147 199

For the different species of Dipicfin see 3 Bl C 157

Ejectment

With respect to these remedies, they only will be treated of - Ejectment by the common Law and the Dipicfin of Common?

All these of which nothing is said are Real actions. They are altogether Dipicfin. The Real actions & the Dipicfin of Common?

Ejectment is a remedy which is taken for years when ejected necessary persons with damages for that injury it is intended in years of term for years together with damages the necessary practice. Ejectment is a remedy to try title.

Ejectment

3 Bl C 196
4 Bl C 196
4 Bl C 196

4 Bl C 196

4 Bl C 196

Dipicfin in Connecticut is where a tenant who is Dipicfin of his franchise is removed from the Dipicfin together with damages. In the action of Ejectment, and finally the plaintiff recovers damages only.

3 Bl C 196

3 Bl C 196

3 Bl C 196

3 Bl C 196

3 Bl C 196

Real Property

Exemption

If the right of exemption to things real
it was not brought like the property
actions: because tenure for years and con-
sidered as personal property. If the lessee
was evicted by the lessor, he might sue
for damages his possession not by Ejectment but
by action on the case.
158. in a Covenant for quiet enjoyment. But
160. this is done only by Covenant broken

Of the Common Law if a lease given
to a stranger, he could not recover
possession of the stranger. Yet his lease
by a real action might recover the pos-
session from the stranger and then the lease
might recover it from the lessor for under
the Covenant of quiet enjoyment he must
restor it to the lessor. This was considered
a great defect in the action of Ejectment.
Equity then interfered and compelled the
stranger to make specific restitution.
Afterwards Courts of Law began to inter-
fere and enabled the plaintiff to re-
cover his possession and was now by this
action

Real Property

Of the Right of Action to things (Real) Ejectment
he recovers damages and after verdict he
prays possession by a writ of Habere facias
possessionem: the reason is the form of the 3 Bl.C. 200.2
declaration is not altered and since he 2 Bl.C. 200.2
is allowed to recover more the form 2 Bl.C. 200.2
should insist when the possession also 2 Bl.C. 200.2
For the form of the writ see 3 Blackstone } Root 438.
Commentaries, Appendix No 2. &
Court of Law in the time of Edward 4 2 Bl.C. 200.2
gave a specific remedy to this action & 2 Bl.C. 200.2
since the time of Henry 7. it has become the 2 Bl.C. 200.2
method of trying the possession title to Real 2 Bl.C. 200.2
property. Originally it did not try the 2 Bl.C. 200.2
title but was a recovery of damages for 2 Bl.C. 200.2
the trespass: for centuries past it has been 2 Bl.C. 200.2
over the method of trying the title of this 2 Bl.C. 200.2
type - For the history of Ejectment see 2 Bl.C. 200.2
The damages are usually nominal the 2 Bl.C. 200.2
great object is to enforce the possession
right of the plaintiff: no damages are re-
covered but for the trespass - trespass

W. Bond.

Real Property

Ejectment of the inj^u & Rem^o to things (Real)
is always brought by one in possession, Eject-
ment by one out of possession: so far as it
sounds in damages it is a trespass, see
3 B.C. 60 in an action of Ejectment you do not re-
cover by relation for the intermediate
trespasser. the common practice is after
you have recovered in an action of E-
jectment to bring an action of trespass
for the mesne profits.

Next will be confidenda for what sub-
ject it will lie? And the general rule is
that it will not lie for any thing of which the
Sheriff can not deliver actual or corpo-
rate possession (i.e. it regularly will not lie
for any thing in which an entry in fact
can not be made for two reasons 1. That
the plaintiff in Ejectment is entitled
to have entrance: 2. the possession can be
recovered after judgment of that on which
but it may be entered can be made: however to this
day there is no exception in general you

Real Property Maryland

of the Reg. & Rem. do things Real Ejectm.
 not record possession of any thing incor-
 poral, or any subject lying in Grant or
 contradicting them from their lying in
 possession. It will lie for land laid out
 in a highway in favor of the owner of the
 Soil. Most excellent in 1 Burr. 143.
 This action may be maintained by the
 Grantor of the Ejectment although the soil be
 long to another. E. & F. t. granty prop 6. B. 3
 is ejected by C. D. may maintain against D. at
 L. although A. owns the Soil: when a te-
 nant is in possession he may maintain
 Quare clausum fregit but if he is out of
 possession he may maintain Ejectment
 This action will not lie to recover a
 water course or remove the reason is
 that water is continually fluctuating.
 no possession can be given by the Sheriff:
 but for land covered with water they re-
 turn will lie. Ejectment need not
 be brought for an entire thing you may
 bring

L. Ray 782
 Prop. 146
 Prop. 147
 Prop. 202
 Prop. 228
 Str. 1004
 184.
 3 B. 54
 1 B. 118.

Br. Ch. 162
 1126.
 Prop. 303
 401.
 Br. Ch. 162
 Str. 1126

Prop. 143
 Prop. 167
 Prop. 178
 Prop. 18
 Brownson Str.
 1423

Real Property

Ejectment Of the Inj. & Rem. to things Real
 bring it for a fraction or one undivided
 moiety formerly the plaintiff sued for
 one entire piece of land, he could recover

32. p. 55 no part of it until he could prove his title
 71. p. 48 to the whole: it is not so now: he may recover
 a fraction.

Other way is maintained. he sues for the whole or a part only. In
 the action of Ejectment. This case is a general rule that the

Plaintiff can not maintain unless he
 has a right to enter: he must have poss.

430. 449. 448. If a person has a title for a house, & the defendant
 of the plaintiff is designed to have entered

comb. 66. they does not advise him if he has no right
 to enter: for it is to try the plaintiff's title, not the

defendant's. Hence if tenant in tail alien, &
 die the Estate of tenant in tail is defeasible

and Ejectment can not be main-
 tained but a real action must be brought

The Discontinuance is a curtesy of the
 plaintiff's title or right. The defendant can
 not maintain Ejectment unless he has a
 right

Real Property

If the right of action to the owner of land is lost by
 right of prescription at the time of bringing
 his action in equity, the statute 21 James I. the
 life of those who claim under him
 must bring an action within twenty
 years from the time the right of action
 occurred: in Connecticut he is confined
 to fifteen years. This statute must be
 construed as referring to those who have
 the right of possession during that period
 is preserved, when the question is whether he has
 since the right of possession and adverse
 possession. This statute bars the right of action
 for the same right of property continues
 thirty years in England but in Connecticut
 fifteen only. It is a general rule that the
 plaintiff or the person under whom he
 claims must have an actual possession
 or a constructive or contracted possession
 not a mere right of action. The court in
 some cases has held that the plaintiff must be a
 person who has a right of action to be a
 plaintiff.

Lymington?
 1791

346
 1791
 1792

These cases
 show that
 the statute
 does not
 require a
 person to
 have a
 right of
 action
 at the
 time of
 bringing
 an action

237
 1792
 1793
 1794

Real Property

Principle

of the right of ownership of things real although they cannot be taken from him to the extent he may wish. This general rule is not adopted here to the same extent that it is in England. Here the right of possession is equal to actual possession if no other person is in possession by an adverse claim. There can be no such constructive possession in England. It is adopted in possession in the phraseology of the Statute. Every person having a right, duty and a will to claim he must bring ejectment within twenty years. Section 1 adverse possession is a good title, in center a dispossessed title and the owner maintains ejectment against a trespasser. E. & A. later wrongdoer possession of the land of B. and continues in possession and disturbs B. for ten years and then is ejected by B. B. may maintain the action against A. for ten years. The law in this case gives the right to B.

Note

Exp. 1st 22

3d 22

1878

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1878

Head & Society

Wm Bond Esq

Of the High & Hon^{ble} & Trusts: See Section
in connection with the absolute. Statute
Title = When the estate is joint in 15. 4. 2 }
and a co-tenant the, co-tenant, must
be a co-tenant it is not, if
one tenant & a joint estate is in sole
possession the other is not barred by the
Statute: his title is sufficient he is not
constructively sole owner and the profits
are divided among them. If a Mortgage
remains in possession it does not bar
the right of the Mortgagee: although he
would not necessarily be barred after
twenty years, possession, yet it would
be a matter of fact which might be
left to the jury to ascertain whether or not
the Mortgagee has not been satisfied. 423
and the reason is that the possession of a person
being no ground for the presumption of
abandonment by the tenant out of his
possession for in payment of his possession
and possession of both.

Real Property

Section
of the

of the 18th & 19th of June 1880
 although in some cases, previous to the
 the possession of a joint tenant is the
 possession of both yet there are cases to
 the contrary. If the plaintiff the joint
 tenant in possession can prove an ac-
 tual severance and then a period of years
 years afterwards his possession is isolated
 verily that is when he holds by a trace
 back record of the right of the tenant
 who is out of possession before the
 Law confirms the possession of one as the
 possession of both and from the time of the
 severance and tenant years subsequent both
 sections the Statute begins to run.

Section
of the
18th & 19th

2. 36 & 180

Whether the possession is a matter of fact
 a matter of fact to be left to the jury
 what happens a continuous period is
 strictly a point of Law but it is generally
 left to the jury under the direction of
 the Court what constitutes an adverse pos-
 session a specific instance need not be

proven

Real Property

Of the right of a person to a thing real, Ejectment
~~the right of a person to a thing real~~
 is a right to a thing real, but it may be lost to the right
 to a person and an owner of a thing real.
 the length of time he has been in poss- Cock: 217.
 session - the rule is that if the party Eject: 34
 in possession claims under and who is
 out of possession no title is acquired by
 the possessor for his possession to an adverse
 E. G. a person to a thing real and a pe-
 rson in possession twenty years, and a
 person no title for his possession is not
 adverse. Holding under a lease for a
 period of another, is an acknowledgment
 that he holds under the lessor's title.

It has been considered whether a title and
 possession are necessary in order to pre-
 vent the Statute from running. If the
 plaintiff has a right of possession
 but a title not have entered within
 twenty years here the Statute does not
 run. E. G. to a thing real and a person
 and a thing real twenty years and a person

Cock: 217.
 Eject: 34.
 Eject: 34.
 332.

Real Property

Section 1 of the 1838 Act (Vol. 1)
 not have entered during the life of A. nor
 the Statute does not bind. Suppose the par-
 ticular tenant is deceased and the Dis-
 poser continues in possession: it makes no dif-
 ference for his possession is not adverse to the
 superior right of the remainder man.

It is a rule that there must be some proof
 of an actual ouster, yet it is not meant
 that he push him out by the shoulders
 but presumptive evidence may go to the jury
 I have been told that ^{the} Disposer having to

show a lease from a stranger is no evidence
 of an adverse possession: but Mr. Gould-
 shere says it is evidence but not conclusive
 evidence. E. & A. is sufficient to show it
 looks as if it was the jury saying that it
 looks more so. But for the purpose of
 maintaining this action it is necessary
 that the plaintiff who is plaintiff as
 being a lease make an entry under the
 lease. E. & A. is deemed to be and is not
 that

Real Property

At the Exchequer Chamber (1874) Exch. Ch.
 If A does not bring suit in his
 own name it is necessary to make a
 lease to B and then through the whole
 fiction. Where an entry is required to
 rebut the Defendant's title, actual entry
 is necessary not as with the Plaintiff
 the reason of the distinction in the latter
 case is, the Plaintiff does so when
 the contingency provided for; and there is
 no necessity for the Defendant to enter: B
 if A does not pay a rent. If A may enter
 and if A does not pay his Estate is to
 be determined in the former case in
 the course of the other reason: B. A to
 grant in tail, giving a fine and B is re-
 mained man: there is no contingency
 except the agency of B to determine the
 title, actual entry and alone determines
 the Estate of the remainder man: Where
 entry is actual and necessary see Stat. 10867
 Where it is necessary in order to establish

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Stat. 10867

Coaction

Expecting of the King's Bench to things (Real)
The title of the Plaintiff and Defendant
see 1000 233 - 1 Cent 42-337. 3 Feb. 1818

7 Oct.

Who can maintain this action?
He who has the legal & paper title, can
maintain this action for it is brought for
the recovery of the paper title to one
out of possession. Hence a Mortgagee
may bring this action against Mort-
gagor either before or after the day of
payment. A Mortgagee has the legal
title immediately upon the delivery of
the deed or title papers and before the
day of payment. Yet liable to be dis-
seised before the day of payment. Mort-
gagor can maintain against the holder
of the Mortgage. F. S. L. mortgagor to B.
and then lease the same land to B. C.

Buy the new continent again - If the land
is before it is mortgaged the most
* convenient paper can not exist but agree to it
before 6 PM to day for a year, and tomorrow

Real Property

At the High Court of Chancery in England
Mortgagee the plaintiff in this case Chancery
to and not maintain this action against
20. In England in case of a Mortgage
subject to a lease the Mortgagor can
maintain the action against the lessee.
Provisional notice is given to the lessee that
he will court him: and this is done in or-
der to render suit to the Mortgagor. But
it comes to the defendant put and then
mortgagee to be made to own compelled to
render suit to him by this action, but
not in itself because there is no violation
of Contract: he may proceed in Equity
but subject to a Stay of Execution if the
lessee will render suit to the Mortgagor and
if he will not render suit to him he may
sue him out although he be a leaseholder
older than the Mortgage: the Mort-
gagee may proceed in this action against
the Mortgagor even though the mortgage
which the Plaintiff says Mortgagee has been
paid

Page 23

Page 23

Page 23

257

Page 23

Page 23

Real Property

Exemption of the right of redemption things said
 3d 213. It has not been paid at the appointed
 3d 213. time: and this is rather a satisfaction

3d 217. Mortgage carrying the legal estate
 3d 218. yet subsequent payment will entitle
 3d 219. him to an equity of redemption although
 3d 220. the legal estate is gone - (the same rule)
 3d 221. specially in connection

It is a general rule that he who has the
 3d 222. legal title of estate may recover in this
 3d 223. action, although the equitable estate
 3d 224. may be in another person or even in
 3d 225. the Defendant. The Cestui que trust
 3d 226. may maintain this action against the
 3d 227. Cestui que up. C. of grant and estate
 3d 228. to B. in trust for the entire up of C. here
 3d 229. C. may maintain against B.

A executed a writing to B. it was in
 3d 230. India as a lease but wanted the stamp.
 3d 231. and was said: it was considered good as an
 3d 232. Executory Contract and B. recovered in
 3d 233. Exemption. At. Lench v. Lench, 11 Q. B. 111.
 3d 234. Lench

Real Property

Page 1 of the will of John H. Jones, Dec.
entirely correct he has parted with the land
title of his personalty Corp. to C. and it
leaves a C. in a suit between A. and B.

Page 28. It is also possible that the title of A. may pass
it in another place he is immediately liable for
it. A. Devises of a trust for years may
maintain this action although he can
not at law until the Deviser has ap-
peared to the Deviser: In a trust for years is
confessed a personal property and of course
not in the Deviser: it is necessary to pre-
sume the agent of the Deviser to be the legal

Page 70. Deviser vests in the Deviser or his administrator
the agent of the Deviser vests, the legal title
settling if the estate of the Deviser will
interfere and give a specific remedy.

Page 430.
Page 449.
Page 451.
In Connecticut the agent of Deviser is not
necessary the next legal title in the Deviser
see Corp. 288 where there was no conveyance
written from A. to B. Deviser: When
at last a freeholder State: Deviser is agent of the

Real Property

Of the right of a creditor to a lien on real property
The creditor is not a creditor of the debtor but a creditor
of the realty because the realty is the subject
of the mortgage and the mortgage is a lien on the realty
for so much of the debt as is secured by the mortgage
parts of the debt.

This action can be maintained by the
Assignee of a bankrupt for a recovery of
the debt belonging to the bankrupt at the
time of the bankruptcy because all the
bankrupt's debts are payable in priority
to the Assignee by Statute.

The Committee of a Lunatic cannot
recover in this case because the land is
belonging to the Lunatic but must pay in
the case of a lunatic not can they make a charge
of it as a debt is necessary in this action
the Lunatic can not make it it is made
by the Assignee of the Lunatic is sufficient
second, the Committee by order of the Court
may make a lease and bring an action
against the Assignee of the Lunatic
the Court will not allow it.

Ex parte
of the

Ex parte
of the

Ex parte
of the

Ex parte
of the

Ex parte
of the

Ex parte
of the

Ex parte
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Ex parte
of the

Ex parte
of the

Ex parte
of the

Gene Barber

I expect that the hope of Rome to things real
 may maintain for an age or rather in-
 crease the time of the lecturer or himself. His
 lecture is to be for years E. & C. like for
 years of the past and will show the Executive
 in Administration may maintain to
 get more credit.

28.6.49. ⁵⁰ The film was seen on film card

27-493 not maintaining Hig. station for 1 year

Feb. 28. 1893. Not a full day: yet it can be seen as Secretary

¹⁸⁹⁰
Article 6 This rule is now altered by the Statute
^{October 1898}

of the different stages Sta. of the line

Vol. 134. Gen. & sp. of Vol. 133. repeated. S. Vol. 134.

and J. C. M. Conn. 1878

Various materials under the cover of
the United States have all the common

right of natural born citizens and
therefore contain the nation.

Local Properties

If the title is remains to the same and

Pleading in Ejectment

Pleading
Ejectment
1

The Declaration should state the plain-
tiff's title as it is and show a subsisting
title in himself at the time of action
brought: he must have the possession
title at that time, as the object of the ac-
tion is to enforce the possession title. It is
said that the plaintiff need not lay his en-
tire on any particular day but it is suffi-
cient if he set forth his title and that he af-
firmatively intended: for an actual or fictitious
entry is sufficient. The reason is, so are the
accidents.

Sidg
Imposso
wds 274.
110.
Red 68.
Ex. 100
100

Ex. 144

In Ejectment no entry is necessary to be
stated: the plaintiff declares upon his
own title without fiction. He also states
the particular day of dispossession for which
he claims to be entitled as having taken place
subsequent to the commencement of the
plaintiff's title otherwise there is no cause
of action: & the plaintiff can then

Red 100
100

Real Property

Readings
of the

of the My & Son's Reading Case in
on the first November his title accrued. &
that he entered the D. of seigneur and
was deputed to be in the
section — — — — —

It is said that the particular case of the
the case is not to be stated but that it is sufficient
out of it is stated to have been placed after
the commencement of the case the case is not to be stated but that it is sufficient
the case is not to be stated but that it is sufficient
is not correct law for every case is not to be stated but that it is sufficient
must be stated as to the time of the case is not to be stated but that it is sufficient
like it is stated as to the time of the case is not to be stated but that it is sufficient

The subject is not to be stated but that it is sufficient
that the subject is not to be stated but that it is sufficient
that the subject is not to be stated but that it is sufficient
is contained but in its application is not to be stated but that it is sufficient
what is not to be stated but that it is sufficient
of the subject is not to be stated but that it is sufficient
said and said as it ought to be for the subject is not to be stated but that it is sufficient
said and said as it ought to be for the subject is not to be stated but that it is sufficient
said and said as it ought to be for the subject is not to be stated but that it is sufficient

Real Property

Pleading
in
Ejectment

In the 1st & 2nd Counts of the Declaration
modern color. See further C. L. 33.
Sect. 204. 3d Ed. Page 124. 125.
In Connecticut it is requisite for the
Plaintiff to state the town parish and
which the land lies together with the
situation of boundaries and the estimated
quantities. In England the boundaries are
not usually given, but the plaintiff
states the parish in which the land lies,
the species of land, i.e. whether arable or
meadow or forest and the quantity although
the precise quantity is not necessary: also
the proper name if it should have any.
If the description varies materially
from that stated in the Declaration it is
fatal and is of abatement. If it is stated
to be in the parish of A. and it happens
to be in that of B. the plaintiff would
be overruled. He may give a certain
quantity and recover for as much more
from time to time although he may be
over

3d Ed. 204.
Sect. 205.
4th Ed. 333.
335.
3rd Ed. 23.

2d Ed. 204.
4th Ed. 333.
335.

Real Property

Chancery

Ex parte

of the title & interest in things real
for less than he demands, yet he can

3 Bde. 704 have a recovery for as much land as he

3 Bde. 33 demands; for a Court of Chancery will not

3 Bde. 336 give a man more than he asks: as he is

Comp. 253 presumed to make the best of his case.

If he sue for a longer term than he has

Pub. 111, and upon trial, he may still recover

in 1846 in that which he appears to have title to

Ex. 255, 3 Bde. 336 for twenty years and he may only

1846 3 Bde. 336 fifteen years; he may still recover in the

fifteen for the great question is whether

he has the papering title.

The real Defendant on being admitted to

ind. 255 defend must satisfy the lease out of under

Cal. 11, 12. Trust and yet he may prove that he was

4 Bde. 27 not in possession at the time of action brought

for the plaintiff must prove that

The General Rule in case of all persons

3 Bde. 111 Actions sounding in tort is "not guilty"

ad. 111 but to overcome this he must be black, i.e.

he can "no wrong". In England special

pladings

Real Property

Of the Imp^t & Conn^o to things (Real).

Readings
Ex. in
Ex. in
Ex. in

pleading seldom occur in the case the common rule as to the Defendant con-

keeping late out, and in fact, requiring that

the shorter. Read the general issue = "When

The letter is to be signed the Defendant

may please the General Good: this ac

None is of a higher nature than Cereoph.

When sympathy is no bar to his action as

Among the said parties it may not come

Clava. Same: this rule holds in Gen. 1.

a_7 will a_7 in $E_{\text{standard}} = \text{Thy far of the}$

Readings next will be confirmed same

cases, rather as to circumscribe. It has been said

Has the Plaintiff much record to be

Strength of his own tell, and the weak

rep'd in Octagon, therefore it is a

and values in the Laboratory to be made.

He is a stranger - not the letter in a

fairly good results, a good substitution

For the purpose of the present investigation, the following data were obtained from the above mentioned sources:

1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 2542. 2543. 2544. 2545. 2546. 2547. 2548. 2549. 2550. 2551. 2552. 2553. 2554. 2555. 2556. 2557. 2558. 2559. 2560. 2561. 2562. 2563. 2564. 2565. 2566. 2567. 2568. 2569. 2570. 2571. 2572. 25

* Violence
in this section.

30000

242.93

4-10-18 354

Lib. 395-

2. S. m. 7/11, 79.

Evidence
in this
relation

4 Dec. 2487

27 Sep. 74

4 July 1856

18

Chel. n. p. n.

Real Property

Pleading
Ejectment

Of the ^{1st} & ^{2nd} ^{3rd} things (real)
under the ^{1st} lease: although it
may happen that the Plaintiff is an
agent for the owner in possession under the in-
valid title, but a waiver of right of re-
covery by conduct of his affirming the
lease of the Defendant. But where a
lease is ^{1st} made void, no act of the
Plaintiff can make it good: E.g. De-
fendant in his actions in law this is strictly
void, and on the remainder ^{2nd}

Supp. 50
Ejectment
Comp. 50

ratify it & say act of his: he may con-
firm the title to the particular tenant
and against himself - but the other land
if the lease is voidable only there may be
an implied confirmation of it: if the De-
fendant in Ejectment is in possession
under a voidable lease the Plaintiff

may lose his right recovery by conduct
confirming it: E.g. if lease is void with con-
dition that I shall not sell without his
permission yet he sell lease and so treat

Real Property

Of the ways & means of things clear
 B's lease as his tenant. These acts confirmed
 the lease to B.

Pleading
 2. in 12
 2. act. 12
 1. "

But in this case, an act of the lease
 of the plaintiff, can waive his right of
 recovery, unless he knew of these circum-
 stances, (as accepted practice, from the se-
 cond lease. The plaintiff is not confined
 to proof of the principle conveyed and his abut-
 tals.

Book 64

Comp. 583. 3
 803 3

2. in 12

Comp. 583. 3

2. in 12

Feb. 14

Verdict & Judgment

1. in 12
 2. in 12
 1. in 12

The Plaintiff may recover accord-
 ing to the title which he proves, though
 it may be different from that stated
 in the Declaration: again, where he
 declares for a given number of acres,
 he may prove less, and have judgment
 for as less premises.

2. in 12
 2. in 12
 1. in 12

Comp. 260.

Where he sues for several subjects or
 several distinct things, he may recover
 for the one and not the other. For
 subjects

Verdict
of the
Court
in
Favor of
the
Plaintiff

Real Property

Of the type of Real Estate things Real.
and he was for a Married House &
in the same declaration Verdict a
fact of the Court and commit a mistake in
the fact of the Court: it may be in
the Court and he was for the
Plaintiff. When he was for the Court without
mentioning House he was for the
Plaintiff. For under the term of Land he will
recover for everything attached to it.

Of the Plaintiff's record he has a writ of
Replevin being Replevin and Replevin from
the Court under in the Court. The Sheriff
put the Plaintiff in possession and turn
all other out.

The Final Process is the writ of Replevin
which Replevin under this Replevin
the Sheriff may break the entire Court of
a Married House if it is necessary. If
the Plaintiff recover for a Married
House and the Defendant refers to the
Court Replevin by showing the Court the
Sheriff.

John A. Barber

of the 10th & 11th Dec. 1841. It is thought that
Society may then have it spent. But
unless the price is paid against the
person or personal property he can not
be kept up in custody.

Reading
in
column 2

Chlorophyll

Rest-13

An argument on this score = It is said in Enc
case that if the Plaintiff ^{is} ~~is~~ prejudiced

Some persons of the law in controversy
 they will let the judgment rest, but it is not, and

Dec 180.

as proposed, so that the term of the plan = 8.75 ft. 1.50'
 high, may have expired, yet he will recd 17.25 2.50'
 in his cap and drainage. 7.50 1.50'

45/10 (1898)

As after the Sheriff's War, possession were
 restored the Defendant turn him out
 and the plaintiff may either have a
 new writ of possession or proceed an

18

Real Property

Pladings
Excellen

of the right & Rom² a thing. Real
Attachment for contempt of Court. but
it is otherwise if he has been thrown
out by a stranger for in that case he
must bring a new action

2. Pac. 80.
Helt 1799

in the English action of Ejectment of
inriet. for the Defendant, the Court
will seldom grant a new trial to the
plaintiff although the judgment may
have been against Law or evidence: for
he may bring a new action by having
new fictitious parties: and then the judg-

Edw. 2. 128.
Edw. 2. 123.
1. 10. 1024

ment can not be pleaded in bar to ano-
ther action: although the real parties are
the same yet the nominal parties are dif-
ferent. If the writ is for the plain-
tiff, the Defendant may have a new
trial in this case as in any other action:
for although he may have a new action
against the plaintiff yet he may be in-

between
a bar 20

joined by being out of possession: he loses
the possession of a thing may be their only
title

Real report

the judge I am to think that
it has been said a writ could not
be brought but this is our Law

Pleas
in the
Court
Said 648
353
May 54

In Court there is nothing peculiar
to New Jersey in this action. There
are a few rules as to the recovery of profits
profits. The verdict for the plaintiff is
liable in him the rule it follows that
that from the time of the issue of the De-
endant was a Defendant

3 Bl. 685
Deendant

Since it is a recovery by the plain-
tiff he may have his loss against the
Defendant for the portion of the time
lost by the plaintiff. The amount
is taken at the time during the defendant's
possession is prima facie a rule of law
damages. Some times there may be some
other damages. They act on in the com-
mon law is said with a Continuation
the whole the whole is said to be a
and some damages may be instead of a
sum of money that the whole

Said 685
by the
3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

See 8.
3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

See 8.
3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Trade & Property

Plaintiff
Defendant

Of the profits & loss to the Plaintiff
during the whole term.

I am of the opinion (and perhaps correctly) that
the Plaintiff instead of bringing an ac-
tion in either of these modes, must file
a bill in Chancery to account for the
profits accruing to the Defendant, du-
ring his term of possession. This would
add a year or two more.

The profits for this action to account
the net profit is that in Exchequer
the damages are merely nominal -

I think it is not necessary to prove that the De-
fendant has wrongfully entered on the
premises in Exchequer concludes the
Defendant as to that fact. It is necessary
for the Plaintiff to produce the
record of the judgment in Exchequer.
I must also show what is the value of the
premises in the Defendant's possession, and
obtain a decree for the action.

Heal's report

Of the facts & circumstances of things real
from the fragment in Decretum, yet to
obtain justice he should produce the
amount of the profits and profits

Hearings
P. 101
P. 102

more

101
102

The plaintiff in this case is not confined
to the time of the lease and after a trial
in the Declaration in Decretum for a
man record for the profits which were an
incident to the estate in the Declaration
in Decretum though he can prove a
title of possession in the Defendant at a
prior time, yet fragment in Decretum is not
sufficient to prove it.

Dec. 101
102
103

There is a distinction as to the time
if he sues for the profits accruing since the lease
lease stated in the Declaration in Decretum
is sufficient to produce fragment in Decretum
in Decretum, but before the plaintiff in
the Declaration in Decretum record in
Decretum was not provided The Defendant
may bring out his own testimony but the
plaintiff is not allowed to prove the profits
record in Decretum against the Defendant

Dec. 101
102
103

Heal & Report

Plaintiff
Defendant

2. 3. 5. 56
1. 2. 3. 4. 5. 6.
1. 2. 3. 4. 5. 6.
1. 2. 3. 4. 5. 6.

Of the High Court of Common Pleas
of the County of Middlesex
in a cause wherein the Plaintiff
sued the Defendant who has been
found. This action for the proper property is in
the power of the Statute of Limitation
of 21 years. The Defendant has taken in
his own name of nuisance plaintiff. The
Court has given judgment the preceding
in this action and says it is the duty of
justice they will not permit the Defendant
to take advantage of his right
in a rule in the Common Law only that

Of the High Court of Common Pleas

and Lord in Court can not maintain
re oblation. It is against the other. It
is acknowledged for what he has received
where there is an account. It is a receipt.
He may maintain for the proper property
because his action is incidental to the ac-
tion of the plaintiff.

Plaintiff

See Stat. 35. it may be done through it
is not so now

Paul D. Ripley

(of the Supr.) then to thing and there
the upper room and the subject the
himself the room to the subject of
the house it was to be made

There
 Co. Ltr. 53.
 Mar 11
 5 Ltr 84

Changing the structure and use of a
building is to be made although the value
the thing is the substance and not
distancing the and the act
must be done to the difference of the re-
ference a room in the main

2 Ltr 814
 Co. Ltr. 182.
 2 Ltr 369 311
 2 Ltr 282
 1 Ltr 94

Suffering a large loss for fifty years to
decay to be done for the want of roof
and repair would be to be done of the person
one kind - the following examples except
the latter are of the voluntary kind in
the examples just given of shifting the
weight to be done for want of repair the
tenant Co. Ltr. 2 years would be liable
for the permitted work though the 2 Ltr 822
may not sufficient to be done on the State man 7
to be done repair unless the man 80
agency was accepted by the agent cut
ting

1840

of the night, according to things I heard
on the road, there being a sufficiency
where the tenant entered. There I sup-
pose there was word in it with the labor
entered & the building a new house, where

L. clivicola 815
" " 822.

234

1961. 10. 33

(9) n. 1000

- 1000 -

12

There was none before, when from the art
of printing, not to be left, and the hard
ship, there is no doubt to be made.

though there is a contradiction on the
subject - But though it is not waste
to build upon the State, ⁱⁿ not build-
ing or repairing such waste the Repu-
is called for waste if he up the timber or
materials of the Repu: So if the Repu be
ring they build upon the State de novo
waste the building to cover for want of
necessary repairs it will be waste

If after his death the Landlord or the
 remainderman erect a new House upon
 the waste Estate the Life is not barred

Q. 231

1882

to look it in repair: and though the decay
is not likely to last for a long
time.

Steal & Property

Of the things given to things steal Waste
 A leaseholder is unconcerned at the
 commencement of the lease the leaseholder
 is not bound to repair it but what if
 he is a tenant without being liable
 for waste for it is a principle that the
 leaseholder is bound to keep nothing in repair
 but what he receives

At Common Law the burning either
 willful or negligent or through the
 negligence of the tenant, a leaseholder
 Estate Lease, was liable. But now by
 Statute to secure for an accidental
 burning the tenant is released. The
 destruction of a house by the act of
 God by inevitable accident or by the
 fire of a tenant is not waste in the leaseholder's
 eye to constitute waste the tenant is al-
 ways supposed to be acting in con-
 struction in fact. But though the
 destruction by the act of God is not
 waste yet if the destruction is made of
 the

Real Property

Waste. If the tenant does things which
 injure or let passing the lease is found
 to be to be in a short time, the
 whole of the lease of waste, if for want of
 to be to be such injury, and more damage on the
 note that though a tenant or lease is not safe
 for waste in the lease, but if he
 to be to be before action brought, it will be
 to be to be waste. He must however take ad-
 vantage of it by pleading specially for
 it to be not support the General Issue.
 But the lease after having once suff-
 erd waste must not take the lease's
 benefit to make repairs in the thing,
 unless

Waste in Land

To dig up and carry away the soil
 is voluntary waste in land. To suff-
 er to be to be for a long time or and destruction
 to be to be that grants the land to be used and to
 to be to be come running in consequence of which
 the land is injured, & therefore legal

Real Property

Of the Types & Remedies to the Real Estate Waters

It is when in consequence of the decay of
a bank the land is injured by the in-
flux of water. But when the obstruc-
tion is swept away and the land inju-
red by a sudden torrent, it is the act of God. L. 53
But when the water is the effect of
any negligent act, injury comes to the
land in consequence of a want of repair
of that obstruction or bank, which has
been swept away, it is presumed
negligent. Though all presumptions are
to be rebutted, yet all but negligence
is not presumed. Water has to let use
be land become overgrown with thorns &
shrubs, although bad husbandry is not
presumed. The conversion of one
piece of land into another is generally
to be proved, because it requires the proof of
husbandry and diminishes the evidence
of the quality of the land
2. L. 53 & 54 & 55

3. L. 54

3. L. 54

3. L. 53

3. L. 53

3. L. 53

3. L. 53

Real Property

Prize Of the *High Tenure* *Chap. 10*
 It is the law here, that where a
 3. *Edw. 1.* tenancy is made into a lease, it may
 5. be the law, that after a year, ten years, or the term
 2. *Edw. 1.* is made, the law is the same as the
 3. *Edw. 1.* law is in the case of a lease. But where
 2. *Edw. 1.* a lease is made for life or years, all the
 1. *Edw. 1.* the law is the same as in the case of a lease
 3. *Edw. 1.* he is not bound by the lease, without making
 2. *Edw. 1.* him guilty of waste or any other waste
 1. *Edw. 1.* Waste in Trees

1. *Edw. 1.* If a lease for life or years, cut, limited
 2. *Edw. 1.* by the law, upon the estate, it is a question
 3. *Edw. 1.* of fact, whether he is guilty of waste, and
 4. *Edw. 1.* that of the Voluntary Land

This tenant for life or years is guilty of
 1. *Edw. 1.* voluntary waste, if the timber trees on
 2. *Edw. 1.* the estate are injured through any
 3. *Edw. 1.* wrongful act of his, or of injury
 4. *Edw. 1.* through any neglect or omission of his
 5. *Edw. 1.* he is guilty of committing waste
 6. *Edw. 1.* Waste in Trees it means such waste

Real Property

Of the Right of Property to Things Real
 as well as to the use in buildings. Oak
 & Ash are ^{in England} timber trees because
 they are when they are some other
ways become so by usage in time, and
 are then as much the subject of Real
 as personal property. Timber trees
 (But although regularly the cutting of
 any other than timber trees is not waste
 yet to cut or injure the structure of a house
 or factory and of that species of structure
of structure. But the cutting of timber
or any undergrowth at a particular
time is not waste, but to destroy timber
late dark underwood is waste.
 The tenant for life or year is entitled
 of common right to cut timber late timber
timber late but this can be right
may be restrained by agreement
 Though late is a suffering of timber, to
 make all the necessary referring in the
timber cut timber late in the timber late

Waste
 1. Waste 649
 2. Waste 650
 3. Waste 651
 4. Waste 652
 5. Waste 653
 6. Waste 654

Waste 655
 1. Waste 656

Waste 657
 2. Waste 658
 3. Waste 659
 4. Waste 660

Waste 661
 5. Waste 662
 6. Waste 663
 7. Waste 664

Real Property

Waste

of the Land & Tenement ¹²⁰ Things (Real)
Tenth is a sufficient fund to turn
236 in the State in the State in the State
to is limited sufficient from the State
leave to make and repair all need
some in the State in the State in the State
to is a sufficient of the State
to repair the State in the State in the State
But though the State is entitled to
State to in the State in the State in the State
to make for want of the State in the State in the State
may not cut timber to make the new
requisite repairing because a much greater
quantity will now be necessary than
if the repairing had been made in due
season: and if the tenant cut timber to
237 make repairing in such case he is liable
for the State in the State in the State in the State
timber and for the State in the State in the State in the State
suffering the State in the State in the State in the State
The tenant is guilty of waste if he cut
timber to build new houses or fences

Real Property

Of the *Lease & Purchase* of *Timber* *Real* *Property*
 on the *land*: He is also guilty of
Waste if he cuts timber *without* *the* *owner's* *consent*
 necessary repairs: So also if he *neglects*
 or *refuses* to *give* and then cut them. *Co. Litt. 53.*
 her to build a new one. So if he cut
 timber for repairs and then sells it, a
 new though he sells it and naturally
 applies the *proceeds* to making repairs. *5 East 406*

Even though a *lessee* has expressly con-
 mitted to repair at his own charge. *2. Am. 456*
 still he is entitled to *compensation* for
 the *benefit* of repairing, for the con-
 struction of that contract is, that he
 engaged to make the repairs at his own
 charge, yet that he *shall* not engage to
 furnish the materials for the repairs *Moore 53*
 at his own expense. *5 East 400*

A *lessee* may cut timber and make
 repairs that are necessary though he is
 under no obligation to make them at
 when the *lessor* himself has covenanted
 to make them. *Co. Litt. 53.*

Real Embody

Waste

of the best & best things that
 And therefore when the work is made
 containing a large "initial" in black
 and of waste the time may not time
 to and make all seem to be the same. So
 where the buildings are in a ruinous

Int. 54.

Int. 54.
 Int. 54.
 Int. 54.
 Waste D. 5.

State at the time of the Empire which
 would occupy the time from morning
 to night, yet he may cut timber and do
 as if he chops - Destroying fruit
 trees in a garden or orchard or waste to
 cause fruit trees, when in a garden or
 orchard and confusion in a kind of ap
 pearance to the House. But to reflect
 fruit trees standing in other places to
 and waste.

Int. 54.
 Int. 54.
 Int. 54.
 Waste D. 5.

General and particular rules
 as to waste.

To Destroy Down House, first part of
 is Waste in England. It seems that
 a large down house, and
 Waste though in its appearance it seems

Real Property

of the things of the things Real. Waste
 to say of the things of the things Real. Waste
 may be done in the things of the things Real. Waste
 destroyed or injured timber trees, orchards, &c.
 to the things of the things Real. Waste
 suffer it to decay is waste. Waste

Waste
 Com. D. Waste.
 D. B.
 5th Ed. 401
 2nd Ed. 304
 2nd Ed. 322.
 10th Ed. 243.

A tenant is never liable in the things of the things Real. Waste
 the injury has occasioned some damage. Waste
 of the things of the things Real. Waste
 damage must amount to a substantial injury. Waste
 Sterling: Blackstone says to a tenant
 than under waste: The action of waste. Waste

Waste
 2nd Ed. 29.
 3rd Ed. 5. 228.
 4th Ed. 274.
 Com. D. 1108.
 Waste E. 1.

to be supported by a trifling injury
 on the principle that the waste is a
 great loss: the person can commit waste
 of the things of the things Real. Waste
 to be a part of the things of the things Real. Waste
 For the injury of waste is a part of the things of the things Real. Waste
 relationship of landlord and tenant in
 lease and reversion or remainder man
 But when the injury is not committed
 on the things of the things Real. Waste

Real Property

Mans Of the type & term of things real
if the lease for life or years contains
a covenant that the lessee shall not cut timber

Or the lessee has in a certain estate it is of the nature of the
Dower. ⁽²⁾ tenant is then not bound to keep for the
term of years. ^{Am. D.} ^{Waste L. 2.} Tenant may not make that lease an
exception but only gives the lessor a right
to enter and cut timber on it

If a tenant for life or years begins his
lease occupying the thing in a certain
estate. ^{2. Pol. 47.} If he cuts timber in that estate he commits the
waste. ^{2. Pol. 47.} exception is a mere nullity.

If a lease is made containing the clause
"without impeachment of waste" the ten-
ant is never liable for waste or in or
the wrong lease act which but for that
word would have been considered waste
will now not be called so. If such
tenant without impeachment of waste
be about to commit waste he must be
satisfied that the lease is not impeachable

Real Property

of the life of the tenant, a thing that Waste
stay of waste: this exemption from lia- Waste
bility of waste, can be made only by Waste
Deed or in a Common Law. And the
clause which counts from this lia-
bility, must be contained in the Deed
Lease & bear the action of Waste: For if
it be in a separate Deed it will not ob- Waste
tain as a bar but only as a covenant. Waste
upon which the life may see for re- Waste
mains, when the life is brought in as Waste
tion of waste: A lease without im- Waste
ment of waste by a lease who owns the Waste
reversion or remainder in fee tail will Waste
not bind his heirs: it being effected only Waste
during the life of the life, but the heirs Waste
of the life may if he pleases confirm that Waste
clause, yet that confirmation must be Waste
an express one, as it will not bind his Waste
heirs for waste: The tenant is never Waste
guilty of waste if the injury is occasional Waste
either directly or indirectly by the act Waste
of the life

Real Property

Waste of the land, from the things that
remain in the land is considered

It is a general rule that where the in-
terest in land is occupied by the acts of God,
it is not waste: but if the subject matter
is still capable of repair, the tenant
must repair or he will be guilty of
waste. 139. If after for any additional waste in
consequence of the want of that repair

Who may bring this action
This action must be brought by him
who has the immediate reversion or re-
mains in fee simple or fee tail.
The reversion or remainder of the plain-
tiff must be immediate, that is that
there must be no intermediate remainder of
another person. For if the remainder
is in fee simple or fee tail, the reversion
can not have
his action, because the recovery of the
thing waste would defeat the interest
of the fee simple remainder man.

Real Property

Of the Divⁿ of Real^{ty} to things Real^{ty} Waste
 But if the intervening remainder, be
 only of a term for years it will not pre-
 vent the remainder man in fee from
 bringing his action of Waste, because re-
 mainder for years requires no particular
 estate to support it: It is recovering there-
 fore in an action of Waste the thing
 wasted will not defeat the intermediate
 remainder man of his term. But it is
 said if a reversioner grant an Estate
 for years out of the reversion, after the
 first Estate has commenced, the interme-
 diate Estate for years will bar his action
 of Waste: though the intermediate re-
 mainder be of a freehold nature, yet if
 it depend on a contingency at the time
 waste is committed, it is no bar to the ac-
 tion by the remainder man in reversion
 now: for the action does not then injure
 the contingent remainder man, for his
 estate is already defeated: So if a lease

Waste
 in a lease
 being the
 action.

D.R. 5. 166.
 Com. Dig.
 Waste. C. 3.

2. Inst. P. 134.

1. Inst. p. 2.
 2. Inst. p. 74.
 Com. Dig.
 Waste. C. 3.

2. Inst. p. 74.
 Waste.
 2. Inst. p. 74.

Real Property

Waste of the life & Remainder to himself Real
for life is waste to it with remainder
to A for the life of B and if it cannot

Can Dig? or suffer waste during the first limita.
Waste C. 2. 8

3rd 30. then to him he is liable to an action by
the person in whom the remainder is

3rd 31. notwithstanding the second limitation to
himself it is sufficient for the plaintiff.

Co. L. 2. 34th if he is the immediate inheritance at
24. 11. 30. the time of bringing the action though

3rd 32. he had it not at the time of the wrong.

3rd 33. & in case of joint tenant in common

3rd 34. & if one lease for life to his tenant he may
3rd 35. have the action of waste against him

3rd 36. & by the statute 13 Ed. 2. the equity of
3rd 37. which extends to joint tenants and tenant

3rd 38. in common or joint tenant in fee paid
3rd 39. & have this action against the tenant.

3rd 40. & without lease. But the equity of this sta-
3rd 41. & is not to extend to Co. L. 2. 34th

3rd 42. & because at Common Law they
3rd 43. could not have a partition always. then

Real Estate

Of the right of a tenant to bring an action
one Coparcener can not have his action
against the other. He who has the
immediate inheritance may join with
himself in Coparcenary, and who has a
small interest in the Estate provides
that interest be connected with his own
Estate. In year certain waste and the
foreaction brought his term expires, still
the Coparcener may have his action of Waste
and record damages though there is not
no Estate to be recovered. It is a general
rule, that the owner of the inheritance,
can not maintain the action of Waste,
unless he has the inheritance in the same
state at the time of the action brought.
That it was at the time of the waste com-
mitted: At Common Law this action
would not lie in favor of the tenant of
the reversion because the tenant liability
is not from the implied condition, that
he would commit no Waste: and it is

Waste

Co. Litt. 42.
585
3. P. 805.

Co. Litt. 283.
580 119.

580 119.

3. P. 805

Co. Litt. 585
580.

2. P. 618

Co. Litt. 215

in cases

he would commit no Waste: and it is

Real Property

Waste

of the rights (Real & things Real)
a general rule that an implied condi-
tion will support an action only be-
tween the parties and their privies

(But now by statute 35 Henry 8. the
Grantor (notice having been given to the
tenant of the land or assignment) is

3. R. 6. 8

entitled to the action of Waste

Againe where this action lies

or recovered and this action lies

60

against three persons only: viz Guardian

Co. Litt. 54^a in Chivalry Tenant in Dower and the

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. R. 6. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Real Property

Of the types & kinds of things Real Estate
wards Estate is liable for Waste committed
by him - It is a point conceded 1. Inst 944.
that at Common Law tenants of the
commensal kind, such as tenant for life or 560 18
years, were not liable for Waste 1. Inst 944.

It is however said by Black in his History
of the English Law, that they were liable,
for which he quotes Bracton 560 18
90

The reason assigned why they were not
liable at Common Law is that their Es-
tate was created by act of the parties and
therefore when created, the lessee might
have expressly provided that they should
be liable for waste. The former charac-
ter, Guardian in Chivalry, Tenant in
Dower and by the Curtesy were liable
at Common Law, because their Es-
tates were created by operation of Law and
therefore the remainder man or rather
the Lord could have no opportunity of
providing against waste - But by Sta-
tute

2. Inst 983

Real Property

Of the Right & Remedy to things, there is not such a priority of Interest between them as is necessary to support this action. Brace

But if the Sir has granted over his Reversion, his Grantee not only may but must bring his action against the tenant in Dower's Obligation or the assignee of the tenant by the Curtesy who community waste, for now as both the assignee and Grantee came into possession by the act of the party, it is such an interest as will support this action; and this priority of Interest or Estate existing between the Grantee and tenant in Dower or by the Curtesy, is of such an amphibolous nature (one coming into possession by the act of the party and the other by operation of Law) that the Law will not take Cognizance of it, consequently it will not support the action of Parties. Co. Litt. 54^a
310^b
350^a 353
Hill's Case
B. 56

So this action will not lie against an Heir. Co. Litt. 54^a

J. H. B. Report

Page 100

of the 1st & 2nd to the 1st of the 1st
 Occurrence of the 1st of the 1st

3000 23. This action will be against an Execu-
 tive Administrator who has an Estate
 for years in his hands and can not escape
 as against an Executor as soon as for
 Waste committed by him. If a tenant for

3000 24. life or years, commits Waste and then after
 800 25. signs, he is still liable to an action. If

3000 26. Waste is committed by a Stranger the ten-
 1st Gen 474 27. ant is liable therefor. This rule is said
 1000 28. not to include a Guardian. So if a

2000 29. Stranger signs a tenant and then com-
 1000 30. mits Waste, still the tenant is liable.

The tenant's liability for Waste lies with
 his person. Therefore neither his heir or
 Executor can be liable to this action for
 the Waste committed by him. Though it

3000 31. be upon him, he can be prosecuted thereby. His
 Executor will be liable in another action

3000 32. This action can not be against a tenant
 1000 33. in fee after the forfeiture of his estate.

Waste & Damages

Of the Waste & Damages & things Done
But if the tenant can cut a good tree
out of waste. This may well appear an in-
junction to stay waste. 220 C. 255
105

Locus in p. 111 is not better for this action. 5 B. 13.
This action will not lie against a tenant for life or years in which the waste is
contained a clause "without impeachment
of waste" neither will it lie a-
gainst the executor of such tenant for
life or years. 220 C. 255
105

Judgment & Punishment for Waste
The punishment for waste by the com-
mon law and by the Statute of Marl-
bridge was only single damages. 220 C. 255
105

But by the Statute of Gloucester the
tenant is liable for treble damages and
to forfeit the place wafted i.e. the place
on which the waste was committed. 220 C. 255
105

This action therefore under the Statute
of Gloucester is a mixed one: under
the common law and Statute of Marl-
bridge.

Real Property

- Waste of the Soil & Ben² & Min² Soil
Marlbridge it was merely for the
For a local or partial waste, all the
thing will not be forfeited, provided
that part which is wasted may be safely
separated from that which is not, but if
it is inseparable the whole is forfeited
If the waste is sparious the whole is
late will be recovered. The same prin-
ciple with regard to a fixture of the
whole and a part operates in England
as in Land & Tenure where both remain
an and thing is to be claimed in the
United States. But Southern thing is not
for the Statute of Gloucester which
gives this right in England is equally
operative with the Common Law. There-
fore where the Common Law in this re-
spect is of force there the thing is not
to be recovered. The Statute of Gloucester
is in affirmance of the Common
Law and it was enacted long before the

Real Property

Of the Rights Relating to Real Property
any acquisition took place to the
United States: It is declared that
it may be contained or binding in some
part of our Country: & to the interfe-
rence of Courts of Chancery in this action
or by Insurrection see P. 344 528.

3 Conn. 438: 1 Vt. 264. & P. 525. 3 A. 1217
1 Brown in 64 87: & Brown in 64 87. }
565

Final account of pay

14. March, 1812.

Mercantile Law.

as the res accrescendi where persons are
jointly concerned, in the Mercantile Law.
Now, does it not among Merchants, as well
as the universal of civil law in the species
of property, except in the case of a farm,
which is an exception to the general rule.

2. Fraud, has a very different effect in
the Law Merchant, from that of the Law Land
and this is an important distinction -
Fraud in the consideration of a contract
will not avoid, but only entitle the party
to rescission at his election. It however avoids
it, if in the execution. To be sure in the first
case, equity sometimes steps in and of
course, but this is only in the case of each
party's rescinding, all he has received and
the contract. In the Law Land and Law Merchant
whether actual or constructive, either in the
consideration or execution, will avoid the
contract. The consentment of any party
which would substantially affect the con-
tract avoids it. This consentment must

More. Law

is of some fact which the party has
might affect the contract and not be
one speculating, or an agent equally
open to such speculations on both sides.

3. Before principles of the law, as
men, are bound to be upon a voluntary
contract, or upon a promise, the
latter being to pay for such a fact or
thing - In the former, apprehension, would
support an action, but it has been ques-
tioned: but no "necessity" or "compulsion" can
be supported - Now, in More. Law, there
are a great variety of cases, where a
man is under a voluntary contract, or
under a contract by action, or where a per-
son accepts a bill of exchange, or the
non of the owner, or where persons, or
in case of necessity to save a ship or goods
from wreck or destruction -

4. When at the law, two persons are
jointly liable on an action, and one is
imprisoned and discharged, no remedy
can

More. Law.

can be had of the other but in More. Law
it is otherwise - Judge Pease, thinking the prin-
ciple of the Com. Law arose from an in-
considerate victim, which was thoroughly
ascribed to by subsequent Courts - or from
comparing things together, which are differ-
ent: as it is a principle of law that a
release of one of two persons, jointly liable
is a discharge of both: but this is ^{not} an
actual release, because, the debt is, then, dis-
charged by the terms of the release receipt.

But, the debt is not regularly discharged
by a release of one in execution -

It is discharged at Com. Law, means discharged
in More. Law. Solved.

C. Where the terms of a contract, are such
as the day of execution, happening on a Sunday,
at Com. Law, it is sufficient to it on
Monday, by the More. Law it must become
on Tuesday.

" It is discharged at Com. Law, it is not
to be discharged at Com. Law, a discharge has been
accepted.

Merc. Law.

accepted, to sell them, by bringing the deed
in the name of the seller, and from this
it follows, that he can repeat the sale, in
violation of the Equity, which will some-
times, interfere in the case, and prohibit
such release, from being accepted.

But in the law market, it is the very essence
and nature of contracts, that they are of
signature or negotiation.

8. At Eng. law, if a person, an owner from
B. to C. and C. say not pay it, he cannot
sue B. to discharge formal notice - But
by the Merc. law, a proof of actual notice is
not sufficient. It is enough to give such a
particular notice, as the law requires.

The following are the subjects of the Merc.
law, which will be considered.

1. Insurance. 2. Bottomry and Respondentia.
3. Policy of Insurance and Pro-
cessing Notice. 4. Cheater Parties. 5. Ship
owners and freight. 6. The law of Partners
Ship and 7. Factor's &c.

Merc. Law.

1. As to Insurance.

There is a contract by one man to indemnify another of certain perils or the happening of some event. The indemnifier is called the insurer. Sometimes, the insurer writes the other party is called the insured. The contract is in writing and the instrument is called a "Policy". Formerly, insurances were made for all things, things. But by a late Act in England these subjects were restrained. Large River Ports however that this Act was in affirmance of the Act. Now there are Marine Insurances and those of fire and are treated with some interest.

With respect to what persons may be insured - All persons that are subject to a contract under which some in some business. It has been thought by some that a person may be insured, and the thought good, because of the injury was done. The doctrine was Lord Mansfield.

March 21
1792
Lord Mansfield
decided

Marine. Law

However in 1768 there was an act, but
not prohibiting insurance during the war.

In all other countries they are illegal.

There have been some cases in Eng. which
cast a doubt on this principle without

the Act. The case is C. 12. 10. decided by 6 T.R. 23.

Lord Stowell where the insurance took

place in time of peace, but before the ship

departed was broken out only from London

afterwards, and during the war.

The contract began and which is a

perfectly well settled point. The case is

the same was where an action was brought 6 T.R. 23.

in a common law court during the war and it

was decided that the party could not recover

on the ground that the contract was void.

It is stated that it is insured, at the L. 1000.

in an insurance company, and on 6 T.R. 23.

separately, during a temporary suspension

it is allowed to recover, but the same is

not the case where the contract was

in partnership with an alien enemy.

More Law

What may be Insurers?

By the More Law, there are no restrictions
upon any persons, whether individuals or
companies, from being insurers. But
by the ¹⁸⁴⁴ Act in England only two companies
may insure the very individuals who

The insurance is made as the latter has
seen either upon the ship or cargo freight
and the cargo. Between these prohibited
to be brought into a country at all and
life prohibited to be carried out, to be

1844

1844
1844

There is a difference to be observed. In one
case on the former side, not to be held as a
violation of the law, to be carried out, to be
violation of the law. Even on the latter

It is a question whether one insured in the
the in a contract for the cargo or a
fraction of the cargo of a foreign State.

1844

In England, I hope have that I wish to
show that they will pay an attention to the
business law of the country.

an insurance in the United Kingdom

These facts

the laws of a foreign country, tho' it is not
so of those of England.

Of which, contraband of War

It is what & that a neutral subject may
trade with a belligerent has been always
a subject of dispute. There are certain
things however which are agreed by all to
be contraband of war. To wit, if a neutral
subject carrying them in time of war they are
liable to be taken.

Arms, ammunition, warlike stores, horse,
military horses, artillery, accoutrements, accoutrements
cavalry, and implements for building
a navy have been considered as con-
traband of war. But as to the ~~contraband~~ they
may be carried to any port except to be
landed: and to this, all commerce is
subject after due notice and liable to con-
fiscation on that account. If the Country
know that the port was blockaded they
must have notice of the fact to the effect.
otherwise the presumption is, that the fact of
notice.

Exposition
of the
law
of
the
sea

more. Now.

notice. This brings to view the question of the
right of seizure of a neutral by a bel-
ligerent which is here hardly to be mentioned.
Lectures. I can only once admit the idea that there
are certain articles which are contra-
band of war and you must necessarily
admit the right of search otherwise it
would be equally to suppose any article
contraband.

Part 2. 22.
Aug. 23. 4.

For a subject of one belligerent to carry
to another is treason but people.

Now says it is an error for a neu-
tral to do this. Commerce of any kind
whatever with an enemy is illegal and
therefore an insurance in such case
could be void. It has been said that
there is a difference between insurance
and the purchasing power, in an ene-
my's country: if the purchase is illegal
the insurance cannot be a good. If a sub-
ject of one belligerent has property in
the country of another he may certainly

More - Law.

insure it, but may be insured by the
party in any species of merchandise.
Judge Pease thinks he ought not to
of his case to the contrary: and it was
generally settled in a late case that an
insurance was valid tho' the goods were
purchased in an enemy's country after
the war broke out on the ground that it
was not commerce - Yet the case in
Goss and Pelt. was overruled in a still
later case, in which it is held to be com-
merce - The Honourable Judge Pease
thinks that it does not affect the question
whether one may insure the property
in such merchandise as is necessary
in order to draw it from the enemy's
port. There are some species of property
to which public policy will not allow
to be insured, such as gunpowder, &c.
for they would tend to make them sure
and insatiable. But property of any
kind else, that they have in hand
not

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More. Law

not in the nature of wages, may be in
Guinea. Freight (which is what the ship
carries) is a subject of insurance: and this
is universal. Judge Bence says, except
in France where freight is not an in-
surable article. Insurance on freight does
not commence till the cargo is hoisted, if
he put on board because then the right
of freight commences and consequently
the risk. But Judge Bence says, that for
any small part put on board merely for
color is not sufficient. But freight will
commence sooner when the ship is to sail
to a different port in order to get her cargo
in this case it commences from the
time of sailing. May the profit which
one expects to make by the voyage be in-
sured or insured? It is very certain

Jan 20th
1800

that it is often done thus in England
Judge Bence says he gives no case
of the kind: in that it was held to be an in-
surable interest. Though there seems to
have

There is

have been something peculiar in the case: as that the profit was nearly secured. It is that it may not decide at all the general principle. In most countries it has been held that it was not an insurable interest: and once in the State of Conn. Judge Rose however says the reverse of no other case of the kind in the United States: still it may be, and often is covered by the policy.

Policies are of two kinds -

Open and Valued. A valued policy is one where the price is fixed on the object insured. But an open policy affords some account on the things themselves. If injured, and the value is affected by loss at prime cost. A valued policy is an acknowledgment by one party, the insurer of the value of the goods insured by the other and precludes him the necessity of proving the interest in the goods. The criterion in these cases, point of interest

Where Law

best is not required in a valuer policy if
the object was merely indemnity; but if
it were only a cover to gain, it is a
wager and may be proved such.

In England, it is settled by St. Paul that there
must be an interest insured. Whether it
is in the written policy may be a ques-
tion, we have no St. Paul Judge Pease
however thinks that we need none: but
that the law March which is the law of
Bathurst, and therefore insists on re-
quiring that there should be an interest to
be insured. Judge Pease thinks that
any contract not sound policy is void.
The first decision in Eng. was that there
was no interest, which was overruled and for
that Fuller said he thought it was not
too late to return to principle and
revert to the policy, which Poland and
the many others in that line.
Judge Pease thinks that were subse-
quent decisions in order to
be made

1. See
2. See

Marine Law

prefers an analogy between the Com.
and our wagers and those wagering for
loss. But he thinks they stand on totally
distinct grounds: an insurance is a
contract of indemnity, and is to prevent
a loss and never to acquire a gain: but
on the other hand a wager is always to
acquire a gain, and not prevent a loss.
He can therefore in all countries, making
these necessary policy void.

Every person that has an interest may
insure: he who has a qualified interest.
he who has the equitable title and he
who has the legal title all these may
insure. It seems that even an expected
interest may be insured - as where it
was always the practice of the Crown to
divide a prize between the officers and
sailors: this was originally gratifying in
the King: but it had been so long the
practice, that it was deemed an in-
alienable interest.

Trusts

Insur. Law

8. 7. 9. The insured and agent, or broker
may insure: so may "every one" ^{of}
the whole amount to him. That any, or
any who has any, insurable interest may
insure. A person, holding a Policy,
and may insure, what a Policy ^{is}
is will hereafter be shown. But you can
not insure, any thing, more than the face
of it, is under cover of the, and you can
not insure a greater sum.

Suppose, under a Policy, being the life
be partial what is to be recovered? In
an open Policy, nothing more than the
real life is to be recovered: and this must
be the case in a valued Policy.

Property already insured, is sometimes in-
sured over again: and this is called a
"double insurance" which it will be need-
ful to consider. But a "re-insurance"
is very different from a double insur-
ance: for the latter, where the true
owner of the same property insured
at

Insur. Law

at two different offices. But a "re-insurance" is where the insured in the first policy, becomes the insured in the second.

But these are not generally allowed in England; however the Treasurer of an Insur. may insure. A double insurance is called so though there be T. & C. insurances on the same interests. These are

not illegal, but the party may insure on either or all the policies, yet he can recover only once only. When the practice was for several insurances to be put forth in policy, each for a distinct sum, the Law was, that those first on the policy were only liable whose aggregate being amounted to the interest insured. Deceased
June 21st

The delivery of a ship from one port to another is called a voyage - This voyage may be allowed when the goods are in fact on the goods may be carried to a port tho' the voyage was in carrying. This is illegal. Insurance, in such cases, is

More Law.

then would be illegal, from a rule of
policy. One two questions, relating to the
point arose and excited some interest
at the time of them. One whether an

11. 21. Englishman residing in the country
was comprehended in the Treaty with
Spain? 1795. and by the Court of King's
Bench he was held to be for commercial
purposes,

the risks which may be insured ag.
It is difficult to conceive of any thing
which cannot be insured ag. even
barratry or wrong conduct in the master
and crew, may be insured ag. tho'
they are appointed by the insured

It is held,
that when
are insured
the sum
shall be
the full
amount
for the sum
of the
insured
not above
the sum

A man from principle of policy
cannot insure ag. his own person
directly. For any loss arising from these
risks the insurers are liable to pay.
For merch. whether total or partial
it is amounted to one per cent.

A memorandum for your information

Merc. Law

along in every policy, restraining the liability for a partial loss in certain articles, except in case, wherein excepted, which are general loss, and when the Ship is stranded. By general loss, is meant one where there is an avulsion of the whole cargo, for the destruction or injury and to any part of it.

What is meant by a Ship being stranded, has been much discussed, whether the loss must arise from the Ship's being stranded or when the Ship is stranded, all partial loss, must be accounted for, making the contract by particular - Mainly contradictory opinions have been advanced but the decision given to settle is, that all partial loss, must be accounted for, if the Ship is stranded. There is also a provision in the meaning of certain articles, as sugar, tobacco, hides, and

or there no one can recover for a loss

whole

4. R. 2. 1.

1. R. 1. 1. 1.
2. R. 1. 1. 1.
3. R. 1. 1. 1.
4. R. 1. 1. 1.
5. R. 1. 1. 1.
6. R. 1. 1. 1.
7. R. 1. 1. 1.
8. R. 1. 1. 1.
9. R. 1. 1. 1.
10. R. 1. 1. 1.

Mar. Law.

would it amount to T. P. Cont. - On other
article, for a life there can be no recovery
unless it exceed T. P. Cont.

(Another question is, what is a total loss
in these articles? Judge Parson thinks
the decision in T. P. Cont. can never be
reconciled with other decisions. In the
the article, specifically, where the loss is
imagined as to be of no value in the life
but if the owner does not decide, he is a
partial loss. The Judge Parson reasoning
by reasoning from analogy it should
be held a total loss. It has always been
held that if a ship is lost and say,
part of the cargo saved the life is
lost unless that part saved was more
than the freight.

There are cases which happen at sea for
which the insurers are not liable unless
they, included in the policy an ex-
tended ag. the perils of the water.
There is always an implied warranty
that

Merch. Law

that the vessel shall be sea-worthy: for
a loss in this case the owners are liable
as well as misadvised in the master

and that by the law of Merch. to
the amount of the loss but in what? their re-
sponsibility is limited to the value of the
ship and freight. They do not extend
to the cargo. The owners were formerly
by considered in the light of carriers
but now the law is altered, and they are
liable if they have taken ordinary care
in no case. So, in loading of goods the
owners are not liable ~~except~~ of the ^{loss} of the goods
then by inevitable accident

So charged the insurer the loss must
happen during the continuance of the
risk. If the risk is not begun the insurer
is never bound if exposed the insurer is
discharged. The risk by the law is
commenced from the time of putting
the goods in the boat to go on board.

charged all the manner, before of the
the

11th. 1811
The King's Bench
11th. 1811

Perkins, 11th.

More Law

that the risk shall not commence till the goods are put on board.

The risk continues by the Sea Law insured until the goods are landed and discharged from the ship: but as the policy is of ten made to continue in the ship till she be safely arrived 24 hours on the goods as before.

Packages & receptacles in goods are changed from one ship to another by the policy attached to the present ship. If ever and then the policy expressly mentions the ship "Ensign".

If the goods be left while landing, without default in the carrier, the insured will be liable. A distinction however is taken by the clause writing is that if the carrier carry the goods on shore in their own lighters, the insurers are not liable.

Q. 56. 57. In any case in Carriage, but this rule has been practically prevented it ever being said. The cargo is to be landed within a certain time.

More Laws

certain or rather heatable time which
depends on the range of these sides
Long Rebels.

When does the risk commence, and
stop? If from a point it commences,
when the ship approaches from the
time of discovery - When discovery
is until the ship has been discovered
by hours - Judge Rever supposes, that
as the there is no provision to that of
it in the policy, even in this case the
it confiscation should happen the same
never is not valid - The words are
the ship be validly discovered by hours;
and after arriving, she is ordered
to quarantine before the 24 hours are up - I think 1248
and, and she not get under way, the same 211
after the 24 hours, the insurance is to be
be valid - The law as to the time
when the first ocean is very different in different
different countries - and it is very diffi
cult to tell what the law is in
this

More Land.

the Duties. We have probably got over
the English custom which is that the ship
on the same occasion. My duty after she is
safely moored - some writing may be
and it continues till after she has dis-
charged her cargo. But, possibly, a
1844. 47. usually make express provision in their
bills. Suppose the ship discharges
part of her cargo in one port and the re-
mainder in another which is her part of
delivery? It was decided in the case in
1844. 47. that the ship owner, My duty after
her arrival in her first port of delivery.

It is a gen. rule in y. t. More. that
the ship rigging which is a part
of the ship, is not secured by the bill
in the first voyage, and then
1844. 47. only when they are a part of the ship
while on land, unless it be the constant
usage of the place to put the rigging
and furniture on shore while the ship
is repairing. This is the case in the Virgin Islands.

More. Law

There are certain other ~~articles~~ rules, frequently introduced into a policy: such as liberty to load and stay at any place: this occurs any place in the regular course of the voyage. Even time, the ware trade, is designated left out: in which case, they have no authority to trade. The valuation of the risk, on freight, is as long, as that on the ship & Ar. 251: at load: though the risk may be on the ship in that betwixt the ports are on and, and consequently before the risk on freight commences. The risk, cannot be changed without the consent of the insurers except thro necessity. Therefore a policy without such consent, cannot stand out letting of Marine and Freight be 5. Ar. 251 cause they tend to increase the risk: and it is envisaged increased even the such letting are not, more use of: they fringe down that, not unlike to the principle of the law insured or any other thing.

Young,
Lefebvre &
Mildred
Part. 4150.
Rep. 610.

3. 78, 382.
5. Ar. 251.

More Law

For he says that even an intention to increase or change the risk, does not vitiate and this is only a temptation. He thinks it difficult to reconcile it with a later case where a vessel had letters of Marque within the certificate to enable her to make use of them: and here the insurer was held liable.

Of the Policy: This is a very inaccurate instrument: the contract in it is altogether on the part of the insurer. Now there are some warranties, implied on the part of the insured which if not true will exempt the insurer from being bound. The consideration is called the "Premium". These Policies are Valued and Open. The 1st partakes of the nature of a wager because the success or failure is decided by the parties: it is also in the nature of an indemnity, because there is there always to be some interest: it will be become a second indemnity

More. Law

For a wager: If the value is very excessive
it may be considered as a fraud, as
when the insurance is for 20,000\$ but in
fact the insured had but 10,000\$. in this 2^d term, '76.
case ~~some~~ may be had in Chancery;
but not at law, because all evidence of
value is excluded. The case must be
something of importance, or it will not
be enquired into.

Of the manner in which these poli-
cies are effected. In the course of busi-
ness broker must necessarily be em-
ployed between the insured and insurer.

The insurer commonly looks to the bro-
ker for the premium. The broker com-
monly receives the policy and hands it over
to the insured. There are certain cases
in which a man is bound from the
nature of his situation to be an agent
for another otherwise he is only bound
by his special agreement.

if he is general agent and by
principal

More Law

5 Jan 1897

Principal gave him an order for that purpose, he must comply with it. He has a right to insure in this case without any special order.

If a merchant's bond has effect in this bond of another and giving him order to insure his vessel, he must comply with it. This is on the ground that he had a right to dispose of his effect in the hands of another as he pleases, and he orders him to buy it in the way of insurance. There is another case where the merchant has no effect in the goods, bond, but has always been his agent, perhaps, here the agent will be bound to execute such orders: to be sure he may if he pleases, refuse the bond, but he has been accustomed to be his agent in such matters.

5 Jan 97. 22.
2 1897. 188.

Another case is where he has no effect, now say he has been accustomed to be agent for that purpose, but is still bound to perform his

Merc. Law.

perform the business. This is where he ac-
cepts Bill of a ¹¹ ~~recommenced~~ ^{recommenced}
with an order to insure. The character
of an agent has great responsibility at-
tached to it. If he neglects in the time
going on, to procure insurance he be-
comes himself virtually, by law the in-
surer. If the agent is guilty of fraud
and makes a misrepresentation it
has the same effect on the policy, as if
it had been done by the principal.

If an agent receives an order to insure
and accepts it, it will be no excuse for
non-performance, that he thought the
premium too high. A case has been
determined which holds that it is
the duty of every broker in that if
a man gives the broker for some mis-
conduct in the broker and then says the
broker he cannot recover in this action
the right of the Court Judge here think
he ought to according to the principles of
the

2 29 30
March 18

More Law.

the law. If a man gratuitously un-
dertakes to do a thing and does it badly
he is liable. So, if the act is not all by
his will & he remains sound, he is
liable by the law. ^{and perhaps}
so by the law. But there is no con-
sideration for the contract. The ground of ad-
tion is the injury ^{actually} sustained by the sum-
performance which he has occasioned
by the promise to perform.

He acts as agent for the insured, and
will himself of every thing which the
insured could. Many writers tell you
that an agent ought never to be an in-
surer: but they are in fact ^{frequently} greatly
mistaken. If the agent never pro-
cure the insurance and write his own
policy, but he has an action of
with his agent and he can
not say in preference.

Lecture
It seems to have been practiced in
most countries, to make the policy and
law.

More. How

Leave the name of the insured Blank -
but filled up in the United States.

It is generally necessary, that the ship
should be specifically named if she is
known. when she is not, the insurance
runs upon any ship or ships - and the
precise species of vessel must be inserted: ^{Passing Ship}
as a ship, brig, or schooner: and if it be o-
ther than as insured the insurance is void
unless the misstatement was thro' mere
error and the risk not changed thereby.

If it be a privateer or letter of Marque
it must be named: as to the master's
name it seems it may be left blank
and the insured choose his own mas-
ter. But if the name be mentioned
and afterwards, changed it void, the
policy unless it say A. or B. or whoever
shall be master.

In this policy, it is also necessary to name
(tho' not specifically) the subject-mat-
ter, goods, and merchandize are the
ordinary

More. Law.

3 Feb. 39. preliminary terms. - Freight, Packing, Shade
C are not included in the term goods
and merchandise, and therefore inten-
ded to be insured, must be specifically
mentioned. If not be mentioned and the
material be converted into soap, the
soap will not be covered by the policy.

3 March 29. If ingots of gold be mentioned and
they be made into instruments of a diffe-
rent form they will be covered.

3 March 29. Usage of the trade, as to bottomry, lender
being specifically mentioned, may
make a difference.

3 March 29. There are certain articles, which are nei-
ther freight nor goods, nor merchandise, as
the master's clothing, provisions &c. then
therefore must be specifically mentioned.

Goods, loaded to the deck, cannot be speci-
fied as being, to be the free bag, box,
case, trunk, chest, valise, baggage, trunk,
in the policy, "to be a Link".

It has been questioned whether baggage

More Law.

Now, Bullion &c ought to be specifically
mentioned? And it was held not if
entered as goods &c. Treas if carried
secretly, as private property - This
far as to the subject matter. 4. Plow. 996

The Voyage should be accurately de-
scribed in the policy; the place where
the risk begins, where it ends, and it
is held that if a letter of marque be in-
sured to cruise 6 months it means
6 successive months - The See More
requiring the utmost good faith. If good,
he insured from Genoa to London, the
goods must be shipped at Genoa.

As to insurance from one port to another
this is a universal rule that unless
there is a deviation from the voyage in England
since the insurer is discharged. And it is England

It is well settled that there is no intention
to deviate without it being carried into England
effect nor is discharged the insurer.

Perhaps a ship is insured from Port
to Port

More. Laco

Baltimore to Lisbon but the clerk and
for Fulmouth and in borrowing her
some out of the Chesapeake, she keeps the
track seaward to both ports, and is left
before she comes to the dividing point, is
then a question: Some difference of
opinion is entertained on the subject
of the deviation in fact makes a distinct
incase for the voyage insured being
commenced, the insurer is discharged,
otherwise not. Frequently, there are ge-
neral clauses to a place, after arriving,
at a certain point in the voyage the mas-
ter may exercise his Judgment. But if
the insured direct the Capt. to take a par-
ticular course without permission of the
insurer and the vessel is lost, that would
the insurer is discharged: because he is
entitled to the insurers discretion acting
according to the particular circum-
stances on the spot.

Quest.
H. H. H.
Laco

1781

There are certain words in a policy, &c.

More. Law?

a vessel has sailed, may left or not
left" by which the insurer will be bound
that the vessel be left at the time the insu-
rance was made: if the insured did not
know it. These were once objected to on
the ground of their savouring of the
wagering policy - formerly there
was no provision for the insured to en-
deavour to save the wreck of the proper-
ty, under circumstances which would
entitle him to abandon it, without con-
sidering it a wager: now however he
may do it without this consequence.

The policy, however states, the precious
as received. This, however is no evidence
in favour of the insured it being merely
inserted to have the consideration appear.

A policy may be altered by a Court of Common
Law, in case of a mistake -
and it has been adjudged that a mis-
take policy may be altered by a Court of Com-
mon Law. Judge R. thinks the insured

More. Law.

The warranties on the part of the insured
These are engagements, entered into by the
insured: as with respect to the number
of goods &c: and they are in the nature
of conditions precedent, which if not
performed, no allegation attacks, on the
insurer - They may be either express or
implied. The former, either warrant that
such a thing is, or that it is not, as
that a vessel shall have primary goods,
or that she shall depart with divers.

1. 29 243
book 506.
Lam.

Implied warranties, are such as, that
the vessel be good worthy, or that there
shall be no association - Now it is not an
enquiry, whether the same left or not by the
reach of the warranty; it is sufficient
that the warranty be fulfilled.

A warranty must appear upon the
face of the policy, is in the margin or
to be so in the body, or at the bottom of
the policy. But I will not answer if
a condition in the policy.

to be so.

More. Again

An express warranty, to sail by or before
a given day, it has been contended
would not be satisfied, tho' the vessel
were detained by Government, the first of Aug, 78
however held otherwise. So if a warranty,
to sail after such a day, it must be
complied with.

It may frequently happen that vessels expect to
sail by the day, and return to Port again
before the voyage is finished. if they be at Port ^{1st} ¹⁸⁶¹
absolutely necessary, it will ^{not} ¹⁸⁶¹ ^{Part 326.} ^{any} ^{long} ^{otherwise} it will.

The next thing is a warranty to sail
with convoy. What constitutes a Convoy?
It must be a regular one ap-
pointed by the Government for the
purpose, and of course any other, just
as well as to be included in the policy.
These like all other warranties will
account of no cause for their non-
performance. A convoy is not always
sent to go all the way; but the

Proc. Law

we sit, must go the usual way, under con-
sideration of what is to be done.

The survey must be given the best side
of the sail, from which the has agreed to go to
the survey, in which case the must go
to the nearest survey. When the sail

The 25th The must go with survey the the
voyage, the the one the start with survey
he be placed with another on the point.

It is not meant however, that the survey
is to go to the nearest port with each side
but only as far as is usual in that voyage
and the is to be with survey.

The 25th The must have sailing instructions
from the master of the survey and
if the sail without them, the sail must
sail with each survey as is con-
sidered by the sailing. These sailing in-
structions are given by the commander
of the survey and are the signal, and
where the sail should go to meet the
survey in case of her separation from

More. Law

it. If however it is, absolutely, impossible
for her to obtain them they will not be
required. But, if the Master could get
the instructions at the time of sailing,
and did not, it will not be sufficient
but that he get them immediately,
after sailing. The Ship, is not only to
depart with accuracy, but must return
with them if the cause necessitates, of so-
perations such as thick of weather, with
excuse, but in this case the master joins the
Survey as soon as possible. Otherwise the
insurer would be discharged.

Warranting that the property, is neutral.
This is highly important in this
Country. If neutral property is captured
the property of subject or citizens, in
violation with the Belligerent, and if it
be not neutral, when so warranted,
the insurer is discharged. The war-
rant must be true at the time it is
made and will still be good, tho'
the

2. 18. 57
18. 57

2. 18. 57

18. 57

18. 57

18. 57
18. 57
18. 57

Merch. Law

the neutral nation should become after
wards, belligerent. If property be con-
demned by a foreign Court as not being
neutral, the judgment is conclusive
evidence of the neutrality. Mr. Justice
Paine says used to be of whom Justice
was administered in foreign Courts. There
however must be Court of competent
jurisdiction in admiralty cases: and
it must appear on the face of the sen-
tence, that it was enunciated proper-
ly, Courts indeed have gone so far as
to say that if it has been so pronounced a
good prize, that is sufficient evidence.
Mr. Justice Paine says is carrying the
claim farther than they would be.
But if the special circumstances are
stated in the sentence, and by this it will
not appear that it was enunciated properly,
but if he condemned as such it will not
satisfy the warranty. The sentence is
conclusive evidence of the fact it is
enunciated

8th 3/5

8th 3/5

8th 3/5

8th 3/5

More Law

determines. If the sentence be ambiguous
it cannot therefore be conclusive
in the point in which it is ambigu-
ous. If any particular nation
make an ordinance of their officers, not known
to the law of nations and un-
der this ordinance, capture and con-
vict this is no evidence in a question
of neutrality, between the insurers and
insured. A neutral warranted ship
cannot set up any thing to defeat the
neutrality. Though the sentence, & al-
ways, conclusive evidence of the fact
which it relates, yet it is not conclu-
sive of any thing, which appears in it
by way of recital, tho it be part of the
sentence.

The Right of Search which a War
Vessel has. If there is a treaty, sitting
between two nations, providing some-
thing, different from the Law
of Nations it has all the effect of the Law
Law

The sentence
cannot be the
basis of the
charge

Where Law

Law March 2. Is that it is different from
any particular ordinance of a nation

In every warrenty that the property is
affected neutral nothing should be done by the
injured to justify that neutrality: That
the jurisdiction is to be required: These
questions principally have arisen under
the right of search. Now there are cer-
tain articles which are admitted in all
lands to be contraband of war: The ques-
tion has been whether contraband property
can be taken from neutral vessels or
whether the occasion is true for free goods
"make free goods" if the right of
search is incidental to the war.
This position contended for the correct
view of the occasion, but this is correctly
contended to alter the law of neutrality
and make them active neutral rather
than rest them to what they were. The
greatest error in the law of neutrality
Lange. Since says has supported the
(right)

Where Law

right to take belligerent property, from
neutral ships, and search for the
same. The British ship at present of 1800
capture - The French made an edict in
1801. That ships under such circum-
stances should be captured. but they were
repealed in 1805 - and restored again
in 1808. - and in 1804. The Law Merchant
was in some measure restored, and put
to rest in 1804. - In 1805. the U. S. States
entered into a treaty with Holland, where
it was however admitted that the law: i.e.
the right to take belligerent property
from neutral vessels: but they never
gave the treaty, in this way, that armed
ships should give protection to ships and
in their cases - even search for bellige-
rent goods. - There is Judge Boone says
but one case or opinion in the English
books on this principle, which is contrary
to all prior cases and overthrown by sub-
sequent ones.

More Law

If a neutral vessel bears the marks of
a belligerent it is a forfeiture of her neu-
trality, and of course forfeits the war-
ranty. Neutrality may also be forfeited
by a contravening treaty, and by dissem-
bling & publishing papers the want of which
forfeits the warranty, and of course, by
charging the insurer but does not render the
ship liable to confiscation. But the want
of these papers is prima facie evidence
that the property is not neutral. But if there
is other evidence amounting to the same
the insurer is still liable. They cannot
have on board passengers from the
Government to fight, which is called a
suspension. They cannot have also a dis-
tinct corps of兵卒. Master will
tell other evidence and how to look.

28-100
28-100
28-100

Marine regulations of conforming
to the laws of nations are agreed to by
treaty, cannot be made to occur in a
forfeiture of neutrality.

More Law.

Misrepresentation - A false representation, whether fraudulent or otherwise will discharge the insurer. Par. 100.

There are not warranties, nor are there, nor they, stated in the policy; but are a collateral state of the facts, and they may be set up by parol or in writing. The difference between a representation and a warranty, is that the latter is a condition

Par. 101

precedent, and if the representation be substantially complied with, so that it

only
discharges
the insurer

arounds, the idea of fraud, the insurer is still liable. But in the case of a warranty, it must be strictly and literally complied with. It has been held that

where there are several successive writings each

Par. 102

for a distinct business a misrepresentation to one is fatal to all. Insurers are liable as

well when the property is not neutral

Par. 103

as when it is neutral, and if they undertake to insure it, it is not said

that, or knowing, it must be neutral.

Par. 104

More Law

Though there is no fraud in the misrepresentation i.e. tho' the insured fails to fully disclose, then to be tried & such known as false, the insurer is discharged - In *per* *Thomson* knowing his ship to be off gave information of it to his clerk who & later an insurance, for his master. in this case tho' there was no fraud or concealment in the master, yet the policy was held void - If the policy itself contains a voyage more extensive, than the representation, that is made the misrepresentation will have no effect at all & whatever upon the insurer binds themselves in the policy to that extent cannot be annulled. It is fraud but a

Case 200.
1798.
185

Widener
Ding.

275. 183.
Per 182.
184.
183.
Widener
Ding.

concealment of facts necessary to be known will void the policy, and this whether the concealment is innocent or intentional. Having the policy at issue

200, 183
183

Might a man to seize & publish
premises & distribute information be
a conspiracy,

More. Law.

unconsciously, should: and Court, have
held he should even these documents.

But he is to develop that he intended to
aid the circumstances of any nation.

Entirely he might for the risk is greater
by it. But must a man develop every

thing? I think one is not to develop
any thing which the other is presumed

to be informed of: and
which arises from the nature of the

business. Nor is he obliged to tell the
truth of his own political speculations

as that he believes a war will break
out. I think this statement is not

and in this case it is perfectly well un-
derstood that they need not develop

what they are going about. For the very
nature of the transaction bearing there

on - whatever the insured have been
to in the warranty they need not

develop if they intend the contrary. As for the
for example there is always an implied

warranty

1. 21 59
2. 21 59

22

Marine Law

warranty, that the ship is sea worthy.
Now it is necessary for the insured to
ascertain that the ship is seaworthy.

Implied Warranties - The 1st is that
the ship is sea worthy: is that there is a
steamer, tight vessel and capable of re-
sisting the ordinary perils of the sea.

Ignorance on this subject, if the vessel is
sunk and not sailing, shall if a
March 308 ship be left in a storm, to presume
Jan. 10. 200. her is that she was sea worthy, and
Jan. 2904. the insured must prove that she was
not so - if she was not left by subject.
Extraordinary perils, the insured must
prove her sea worthy.

2. That the ship be properly manned.
Jan. 23. 113. If there are not hands sufficient on
board to manage her and the captain
circumstances of the insurer is discharged.
So where a pilot is necessary, the

Mar. 1114 3. There is an implied warranty that
Mar. 232. the ship shall not be changed, with
Jan. 246 681.

More. & Co

as before observed, is sometimes dispensed
with an unrecipitated fair; and in this case
the goods may be imported in a Country
which on her part now treats in the goods
our sent home; and all this will be pro-
tectio by the same policy.

If the Ship, should be navigated accord-
ing to law, and in conformity, is not
disturb. Healer. This however, does not in-
clude any particular ordinance of a
nation. 3. It is another implied mar-
rally that the ship shall not winter in. L. B. 1811
she must not leave the coast of
except from necessity, the custom of
the trade may always admit of a dis-
tinction. This however should be the even
question. For a few instances will not
justify a deviation. A deviation how-
ever, not avoid the policy, abolition.
but the measures are liable for everything that has
had been place, previous to the 11th inst.
to you nothing, sufficient. There is no
doubt.

More. Law

Whenever liberty to touch is given, it gives, privilege to touch at such port as is mentioned as a the port, which the usage of the trade allows of. If the words of the policy be to touch at such and such at any particular place, it means, there in the usual course of the voyage.

See before
Wilson.
Laws v.
Watson
Dougl.

The insurance upon a letter of Marque is a very different thing, from one on a privateer. for the former has no greater liberty of circulating or turning out of its course in quest of prizes, than a common merchant ship. Licence however may be given to pursue prizes out of her course in the policy.

Pearce, 308.

Part 308.

If a ship stay on her passage longer than necessary, it has been contended to amount to deviation. Judge Hale thinks, it might furnish evidence that such stay was the intention of the insured, and be considered on the ground of concealment and fraud.

Mar. Law

If the ship insured to one place sails
to another, but is taken before she comes
to the destined point is the insurer lia-
ble? Such an intention was to be con-
sidered an intention to deviate - prope

W 32.

Reve. says the modern law is that, having
the insurance void on the ground of
fraud: and the insurer is discharged.
Let the vessel be taken when she sails,
it is a renouement of the voyage.

2. Lucchini
in W. 32.

without ground

If a vessel be driven out of her course
might she not be repaired if as soon as
possible? Not always: perhaps, this
would increase the risk. But there
are occasions which as before allowed
to not discharge the insurer: as if there
be a nécessité per - Want of necessary
repairs will cause a deviation.

W. 32.

Vol. 443
p. 601.
p. 264.

and in this case the capt. is bound
to the best port he can get to, if it is not
the nearest - To go out of her course is
not unreasonable, if to look up a town.

There are four

sorts of life insurance.

1st The Life insured against

There arise from various causes.

and may be insured agt. in the policy;

2nd Peril of the Sea - The 3rd Fire - All or

either of these may be insured agt.

Life is total or partial - A total

Life is something different from what

we mean by it in com. parlance - In

the law the value of the life is so great, as

to frustrate the usage and purpose of

not work frustrating it, total, or of the

value does not amount to the

fright it is total - and in the case there

is an abandonment of the property by the

insured - It sometimes happens that the

property abandoned is more valuable

than expected and in the case the in-

sured are not allowed again to revert to

it, but are bound by their abandon-

ment. A partial life means something

less than above mentioned. The life which

More. & 200

is ~~by the force of the sun~~, generally first
mentioned in Police, is that by heat of
the sun: which must be confined to such
as are the immediate cause of action
and not consequential. As if a
ship should be driven by a storm in
the midst of a flock where she is out
sized. How are you to preserve her life, it
is by fire, where there is no direct
evidence? It is generally said that
length of time is sufficient evidence for
the Judge. But the length of
time must be always left to the Jury.
It has been questioned whether if live
stock or creatures are thrown over board
from necessity it is a lot by heat of the
sun. And it is settled to be. But if they
are in house it is not a heat of the sun
inward of. And it has been affirmed
that if a vessel is so ordered as to
be so ordered her life it is not a heat of
the sun. Police, so it is true to the
men

Mar. 1800

wear and tear of the vessel during the
voyage: but a loss occasioned by this is
insured agt -

Loss by Running Goul. But if it
happens by accident will make the insur-
ing liable. If occasioned by the
misconduct of the Master agt. and then
will be liable even in this case, if the
variance of the Master is insured agt
Loss by Fire: The difference in the last
case is, by here the insured is liable agt
the ship. It happens by the misconduct
of the Master; and then, if the variance
of the Master is insured agt. So be.

Here there are two cases on the subject
seemingly different, but under different
circumstances: as where the ship is
burnt in a foreign port under a mis-
apprehension of her having the Plague
on board. here the insured is liable.
but if it is a French it is not. Judge Bar-
tholomew thinks them reconcilable

Prize Law

Left by Capt. 10. In this subject there is a distinction. If the object is prize then it is a capture. But if the object is not prize then it is not a capture and

2 Burr 695
10 Mass 79

it makes no odds whether the capture was legal or illegal. Captures are sometimes total and sometimes partial. They always depends upon the circumstances. To sum up the rule is captured and he cannot leave off that way

that an
also an
may, cannot
support an
action on
the ground
that a
person is
not liable
under the
Act of 1793.

may abandon. But if she is recaptured, and can be rescued before they have of it they cannot abandon; unless the loss is so great as to repeat the voyage. Though if she is abandoned in the first

2 Burr 1034

case and is afterwards recaptured the insured have nothing to do with her. The insured are never bound to abandon in any case

Left by Detention of Ships, Prizes and People of any nation whatever. Generally speaking the insured are

Merc. Law

liable for all detentions, whether lawful or unlawful: as by an embargo: and then whether the embargo is constitutional or not - There is the exception to the general rule: If a ship is navigated contrary to the laws of the Country, where she is, the insurer is not liable: as if a ship be captured for violation of the laws of navigation, 2 Vern. 178. or attempting to refuse the country by not paying the necessary duties &c.

Suppose a ship is insured against the violation of foreign laws is the insurer liable? This question depends on another; viz. Is such insurance lawful in the Country, where it was made? It is so in England: therefore an insurance there will be liable in every case if properly insured against it.

What is meant by detention by Public?

The authority of Government and not a private. If the detention continues so long as to frustrate the voyage. by the Act of 1792. Sec. 496. pag. 580. 2. Nov. 1797.

Merc. Law

the insured, may abandon. While

Loss by Barratry: Insurances, are
commonly made of the barratry of the
master. Sometimes of the barratry of
the master and seamen also. This Judge
Paine says being a little immaterial
that a seaman should insure of the mis-
conduct of his own servants. This is
an insurance of some wrong conduct
of the master, and if in this case a
loss ensue by his misconduct the insur-
ers are liable. Barratry is not so well
defined in the Law Merchant as it ought to
be. There is a class of cases which now
constitute barratry, but were not formerly
by included in the term. Therefore you
will now find rules relating to the bar-
ratry of former times, different from
the present. It however is certain that
the circumstance must be committed
of the owner otherwise it is not bar-
ratry, as must appear to have in
the

124, 128
a. 124, 128
124, 128

Amers. Law

the extended sense of the term.

The Capt cannot insure agt his own
perilousness, or barratry, tho he be owner
or part owner of the ship. But he may
insure agt the barratry, if the measure
has unskillful, or is barratry, or is
occasional negligence, constitutive barratry, ^{to 7th 1850}
unless it amounts to fraud or a breach of
trust. If the Capt disobeys the instruc-
tion of the owner, for a fraudulent pur-
pose, and which occasions an injury,
it is barratry, or even if he is negligent
that the property of the owner is hazarded
altho it be done to the benefit of them yet ^{to 7th 1850}
it is a breach of trust agt them whatever
benefit he intended them, notwithstanding
any - and Judge Pease says that the
law is strange, but not contradictory.

In case of a chartered ship, the consent
of owner, does not prevent the barratry, ^{to 7th 1850}
agt the freighter. For the freighter is the
owner pro hac vice and if it is found
agt

More. Law.

apt him. If there is a life in consequence
of the Captain's smuggling goods, that
barratry. It has been decided to be.

17. 12. 1796.

For it is a direct breach of trust, and
the insurer's saying they insured only
lawful trade will avail them nothing.

17. 12. 1796.

It was helden ~~law~~ when a vessel was
seized after the determination of the cargo
was for a permanent act committed
by the seavaster during the voyage. be-
cause in this case the barratry was com-
mitted when the act was done, and
the barratry is the ground of the action.

17. 12. 1796.

In a case in ~~the~~ it was held
that a decision, that a vessel was
was not barratry, would not with-
stand a decision not the same. The prin-
ciple which governs is that if the facts
the consequences of the thing done are
not such as to encourage or induce
the seavaster of the cargo, a barratry
there is no barratry and will not be
allowed.

more law

deemed fraudulent. But if the probable
consequences are such as to encourage or
prejudice the property, of the owner it is
deemed fraudulent or criminal and
therefore barratry, let the inten-
tion be what it may.

An unlawful act as it respects other
and owner's, may not constitute barratry. Camp. 2.
1178. 10.
So likewise an act done to the injury
of the owner is almost sure not constitute
barratry unless accompanied with
fraudulent intent and a breach of
trust. Lord Ellenborough says the
act must be such as one who would
be injurious unlawful and in proba-
ble consequences tending to injure the
owner and such an one as they
would have confidence the master
would not have been guilty of and not
such an act as they would generally
approve. Resistance of the right of
seizure is a forfeiture of neutrality. March 20.
but

but may not amount to barratry, in the
master in the opinion of Judge Pease.

Life by General average. This means
Hatch a general partial life as distinguished
from a particular partial life. And
is where a particular life of part of the
goods is sustained by the owner in ge-
neral of all the goods on board. This is
the same when the particular life is sus-
tained for the benefit of the ship or car-
go or both. For life by general average
the insurers are liable as for any par-
ticular life. There are certain benefits
due to the interest in general by

Life by
General

called "particular average": as pil-
lage, fire, lightning, &c. cutting out of the
cargo. These are not properly seen with
in the part of the policy and do not con-
stitute a general average life.

To constitute this life it must be such
as contribute to the preservation of the
whole. Therefore if a partial sacrifice

Mare. Law

be made to insure the general safety
but proves unsuccessful, and a total
loss ensues, this will not be a general
average, because nothing is left to con-
tribute for. A general average loss
always supposes and goes upon the idea
of a previous saved. Suppose then after
such a partial loss or sacrifice the
vessel is left, but there are some goods
saved from the sea, is this such a re-
sidue as contemplated by the rule, i.e.
shall then contribute? Judge Green says
not. For the saving of these was not ef-
fected by the partial loss.

If a part of the cargo is saved by the
partial loss, but the ship is afterwards
lost, and that part again saved will
there be any average loss? There will.

If a ship is forced to a port into a
port to restrain the leakage is an av-
erage loss. But sea coverage unless
it contribute, either to the safety of the
ship

Green, 14.
5th & 5th.
18th 181.

More Law

Ship or Cargo and Freight will never constitute a general average loss.

Suppose a ship strikes on a bar of sand (as often happens, in approaching a harbor) and part of the goods are put into a lighter and saved, while the rest are left. Shall the part saved contribute? Judge B. says that not, as their safety did not contribute to the loss of the others.

The Rule of Average: The ship is to be appraised accordingly & her value in her port of destination and so is the cargo &c. Then all bear an equal proportion of the average loss.

Salvage. This generally means in law the goods saved with a view of saving them. The price paid is usually a "quantum meruit" proportioned to the value of their services and the sacrifice made to effect the salvage. And for this salvage, let the

More. Now

insurers are liable now, however the
sense of saving, is regulated in England
by the Act. Then far of the losses.

Now will be considered the Right
of Abandonment by the insured.

This Judge Pease says is now well
understood tho' it was not formerly.

The insured have a right to abandon
in certain cases. And this is where there
is a total loss. Now what constitutes a
total loss? Not that every thing must
be lost, but if the salvage is less than
the freight, or when the salvage cost
more than the goods saved are worth
it is agreed there is a total loss.

This is certain, that if the voyage is
frustrated, there is a total loss. So in
the case of capture there is frequently
a total loss. It is a universal rule
that the moment the ship is captured
if it is known to the insured they may
abandon. But, if the ship is restored

now not
the 234

More. said.

on recaptured and on her voyage before the
insured hear of it it may or ^{may} not be a total
loss. If the ship then is returned with
merely a temporary loss and her voyage
is not ^{interrupted} by ^{the} capture there can be no abandonment
at the time of bringing the action if
there was none before. The same rule
will apply to all other injurious arrests
and detentions by ^{the} ^{enemy} if the voyage
is repeated the loss is total if not
total. If on recapture the ship is injured
the voyage cannot be resumed, sells the
ship with a view of making salvage
the loss is total and the insured may
abandon because in these cases it is
left to the discretion of the Court and he
has but an eye to the business, by not
losing the ship.

Right of abandonment in case of ship
wreck. The insured may abandon in
some cases of ship wreck tho the cargo
should be saved and only the ship lost
yes

More Law.

That if before that is done, the ship has
over a ship to take the goods, the re-
mainder of the voyage the life is only
partial. If the ship is stranded and
gets off and proceeds on her voyage the
life is only partial the insured
coverage by stranding. Let the partial
life be ever so great, still if it fall un-
der the description of a partial life the
insured cannot abandon. They cannot
not abandon because there has been
a great life.

There is no time fixed for abandon-
ment, but it must be within a season
make time which is understood must
construed to be the first fair opportu-
nity which the insured have for that
purpose after notice. Where the insured
interest the proceeds to be sent to them
it is too late to abandon.

Property cannot be changed without
sentence of some court in a Court
having

12. Lecture
1. 4th 1812.

1. 11. 1812.

1. 11. 1812.
1. 11. 1812.

More. Law

having competent jurisdiction, which a
Citizen residing in a foreign Country
is not considered to be. The payment of
293. 84. Premium is prohibited in England by Stat.
is that money paid for that purpose can
not be recovered for a partial loss.

If the insured is delayed from aban-
doning in view of a total loss by any per-
sonification of the insurer and the loss is
partial, the insured may under some
circumstances recover as for a total
loss. Whenever a vessel is left without
being heard of the insured are entitled
to recover for a total loss. But there must
be an abandonment, and this is the
amount - In some cases the insured
may abandon part of the things in-
sured and retain the rest, in which he
cannot abandon for the whole or some.

In the former case, the cargo consists of
several parts, each being a distinct
valuation. But in the latter case it is not

Mere Law.

It and therefore there can be no abandonment for a part. So, if the Ship and Cargo be valued distinctly, one may be abandoned and the other retained. This abandonment transfers the property to the insurer. The freight earned however is not abandoned, but the insured are still entitled to that. In case of abandonment, the property is transferred to all the underwriting in proportion to their Contributions.

Suppose the whole be not insured?

In this case the abandonment of the ² ¹ ² ³ ⁴ ⁵ ⁶ ⁷ ⁸ ⁹ ¹⁰ ¹¹ ¹² ¹³ ¹⁴ ¹⁵ ¹⁶ ¹⁷ ¹⁸ ¹⁹ ²⁰ ²¹ ²² ²³ ²⁴ ²⁵ ²⁶ ²⁷ ²⁸ ²⁹ ³⁰ ³¹ ³² ³³ ³⁴ ³⁵ ³⁶ ³⁷ ³⁸ ³⁹ ⁴⁰ ⁴¹ ⁴² ⁴³ ⁴⁴ ⁴⁵ ⁴⁶ ⁴⁷ ⁴⁸ ⁴⁹ ⁵⁰ ⁵¹ ⁵² ⁵³ ⁵⁴ ⁵⁵ ⁵⁶ ⁵⁷ ⁵⁸ ⁵⁹ ⁶⁰ ⁶¹ ⁶² ⁶³ ⁶⁴ ⁶⁵ ⁶⁶ ⁶⁷ ⁶⁸ ⁶⁹ ⁷⁰ ⁷¹ ⁷² ⁷³ ⁷⁴ ⁷⁵ ⁷⁶ ⁷⁷ ⁷⁸ ⁷⁹ ⁸⁰ ⁸¹ ⁸² ⁸³ ⁸⁴ ⁸⁵ ⁸⁶ ⁸⁷ ⁸⁸ ⁸⁹ ⁹⁰ ⁹¹ ⁹² ⁹³ ⁹⁴ ⁹⁵ ⁹⁶ ⁹⁷ ⁹⁸ ⁹⁹ ¹⁰⁰ ¹⁰¹ ¹⁰² ¹⁰³ ¹⁰⁴ ¹⁰⁵ ¹⁰⁶ ¹⁰⁷ ¹⁰⁸ ¹⁰⁹ ¹¹⁰ ¹¹¹ ¹¹² ¹¹³ ¹¹⁴ ¹¹⁵ ¹¹⁶ ¹¹⁷ ¹¹⁸ ¹¹⁹ ¹²⁰ ¹²¹ ¹²² ¹²³ ¹²⁴ ¹²⁵ ¹²⁶ ¹²⁷ ¹²⁸ ¹²⁹ ¹³⁰ ¹³¹ ¹³² ¹³³ ¹³⁴ ¹³⁵ ¹³⁶ ¹³⁷ ¹³⁸ ¹³⁹ ¹⁴⁰ ¹⁴¹ ¹⁴² ¹⁴³ ¹⁴⁴ ¹⁴⁵ ¹⁴⁶ ¹⁴⁷ ¹⁴⁸ ¹⁴⁹ ¹⁵⁰ ¹⁵¹ ¹⁵² ¹⁵³ ¹⁵⁴ ¹⁵⁵ ¹⁵⁶ ¹⁵⁷ ¹⁵⁸ ¹⁵⁹ ¹⁶⁰ ¹⁶¹ ¹⁶² ¹⁶³ ¹⁶⁴ ¹⁶⁵ ¹⁶⁶ ¹⁶⁷ ¹⁶⁸ ¹⁶⁹ ¹⁷⁰ ¹⁷¹ ¹⁷² ¹⁷³ ¹⁷⁴ ¹⁷⁵ ¹⁷⁶ ¹⁷⁷ ¹⁷⁸ ¹⁷⁹ ¹⁸⁰ ¹⁸¹ ¹⁸² ¹⁸³ ¹⁸⁴ ¹⁸⁵ ¹⁸⁶ ¹⁸⁷ ¹⁸⁸ ¹⁸⁹ ¹⁹⁰ ¹⁹¹ ¹⁹² ¹⁹³ ¹⁹⁴ ¹⁹⁵ ¹⁹⁶ ¹⁹⁷ ¹⁹⁸ ¹⁹⁹ ²⁰⁰ ²⁰¹ ²⁰² ²⁰³ ²⁰⁴ ²⁰⁵ ²⁰⁶ ²⁰⁷ ²⁰⁸ ²⁰⁹ ²¹⁰ ²¹¹ ²¹² ²¹³ ²¹⁴ ²¹⁵ ²¹⁶ ²¹⁷ ²¹⁸ ²¹⁹ ²²⁰ ²²¹ ²²² ²²³ ²²⁴ ²²⁵ ²²⁶ ²²⁷ ²²⁸ ²²⁹ ²³⁰ ²³¹ ²³² ²³³ ²³⁴ ²³⁵ ²³⁶ ²³⁷ ²³⁸ ²³⁹ ²⁴⁰ ²⁴¹ ²⁴² ²⁴³ ²⁴⁴ ²⁴⁵ ²⁴⁶ ²⁴⁷ ²⁴⁸ ²⁴⁹ ²⁵⁰ ²⁵¹ ²⁵² ²⁵³ ²⁵⁴ ²⁵⁵ ²⁵⁶ ²⁵⁷ ²⁵⁸ ²⁵⁹ ²⁶⁰ ²⁶¹ ²⁶² ²⁶³ ²⁶⁴ ²⁶⁵ ²⁶⁶ ²⁶⁷ 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More. 1912.

29th 1912.

Adjustment of Losses. Some losses may be adjusted. It is quite easy to see just a loss in case of a total loss in a partial policy. In this case the sum to be paid is the value of the thing in the policy. Suppose however it is a partial loss. Now if it be a thing, capable of distinct valuation, the rule is in cases as in the last one: as if it be a theft of a box out of 100, then the sum to be paid is the value of the box for the theft or its proportion. But where the partial loss is part of an entire thing, the sum to be paid, is so much of the value of the thing as the damaged article brings in, proportion to the undamaged when they are sold. As the damaged cost 30 £, the undamaged 70 £, and the damaged 70 £, being 10 £, and the undamaged 40 £, the loss therefore is 10 £ of the value to wit 10 £ out of 40. The sum to be recovered is 10 £ of the prime.

Mixed Law

former cost is 20 of 20 which is 20 $\frac{1}{2}$

This is said to be the rule, and whether it is arbitrary or not Judge Ross must be ascertained. It is said to be a good one. Cases are frequently adjourned by the parties, and when they are it is a prima facie evidence of the bona fide intention of the parties, however they may be related.

Case, 208
30.

Part, 18
not law and
said in a
very early
case

Return of Premium

There are cases where the whole of the premium is to be returned. The ground of the law determining the premium is the risk he runs, and therefore generally, if he runs no risk, he should be returned the premium. There are cases to be found of a different result from this, but upon examining them it will be found that they were all decided upon general principles of policy, and that they are not settled.

More. 420.

the general rule on this subject.

On this subject however there is a very interesting alteration taken place.

It is now held that when the object of the parties is fraudulent, and of course a breach of law, the law then comes in

to make the party pay the premium, nor the other pay it back if it has been paid him. But as the law formerly stood, while the contract is

unimpaired, before the risk was run, the insured could recover the premium back. This Judge Ross says

is at length properly decided. For it would induce a man to consent and

lawful not and urge him to violate the law as the premium might be recovered back while the contract re-

mained unimpaired, and therefore it would be for the parties to consent to the contract in order to secure the premium.

When the policy is void on the ground

Waller
Chambers
Lima
Baltimore
Eng.

Oct 26

2 Nov 1844

More Law

of fraud on the part the insurer then
the premium must be returned and
he know of the ship's arrival when he
insured. But it has been questioned
whether if the fraud be only a little
part of the insured, so that the policy
is avoided, which fraud is detected
and no risk run (as if the insured
intends to defraud the ship, he can be
over back the premium of the in-
surer on the ground of his having run
no risk? The first case, on this sub-
ject, held that he should, because the
More law did not recognize any prin-
ciple that one man should become
a pecuniary gainer by the crime
of another, and likewise that
the law knows nothing of fraud.

2 Mar 21.5
2 Feb 22.5
2 Dec 23.5
Oranston

But in the case in Part it was settled Part 28.
otherwise on two grounds. The one was
that of policy and the other was that
the party ran some risk of losing

More. 2900

by fraud, and in Judge Peck's mind
the insured ought never to recover a far
thing. It is general rule that when
the risk has once begun to run, the in-
sured is entitled to retain the premium.
- There are however some exceptions to
this rule in which the premium
shall be apportioned and this is al-
ways from the intention of the parties,
as where the risk can be divided into
two distinct voyages, this is always
from the intention or by usage. E.g.
Where a ship is insured from one
place to another to return with cargo
and she has to go to that place to meet
the cargo, then the voyage to meet the
cargo is considered a one and from
thence to her place of destination, as the
other. Judge Peck says there are
cases where any voyage from the coun-
try and back again are considered
as two distinct voyages unless made

More. 190

so by the parties, upon the same Indian
trade to the West India,

But where a ship is engaged in a voyage
to C. but the cargo is sent to B. and
back to A. Suppose the insu-
rance be at and from A to B. At
and from, in this case, do not make
distinct voyages, the usage of a
trade voyage, makes it so. Where they
are not distinct, the risk begins im-
mediately, and it has been held, that
there can be no return of premium.
When the same principle, there can
be no return of premium where the
insurance is for a certain specified
time, and the risk has once begun.
In the case where the risk is variable
the premium will be returned on the
voyage, on which the risk has not com-
menced. Wherever the premium is
returned, the insurer may, in general
retain a half per cent.

Mass. 58-9.
Comp. 566.
S. G. W. 20-11

Merc. Legro.

History and Geography
Book.

The former is where a man leads no
other life than one engaged in trade or industry,
and which for security - the nature of
this bond is that if the stock is low the
Cancer life, the many; but if she returns
the borrower must pay back the prin-
ciple together with the stimulated
interest however great it may be. The
Fruit of luxury are not regarded in
their true light.

I distinguish a large circle from
 Pottery in that the goods, and not
 the men are pledged. The lender in
 this case receives no $\frac{1}{4}$ on the credit
 of the borrower and he is to be satisfied
 the credit of the safety of the goods: in
 other respects Pottery is like Pottery.
 I am at home. Here the Pottery is
 always at the risk of the lender, that
 is to say, from a man who is not

More. Less

It resembles an insurance, in many respects. The insurer is always liable for partial loss or particular average but the underwriter is - then both land and sea are subject to the same rule to prevent wagering contracts, as insurances are. - Marine interest never attaches until the risk commences. Therefore there is a covenant to perform the engagement. Still marine interest will not attach to the risk commences.

After the rich occurrences, the barren March 30.
or pass only win the interest ^{Prig. 400} ~~Prig. 400~~
finger for bearing.

Whatever labor accrues from any defective internal vessel or from the act of the secreted, are born by the bottom of the ship, who is not made for any labor by himself. If the ship decays, the burden is actually discharged from the ribs and may, sooner or later, the the ship be left, and the same rule of labor.

More. You

asked if the Ship be changed.

The risk continues from the time of
sailing till the goods are safely de-
livered. Return on the bond is
made and is liable for a general average.
It has been said to be otherwise in England
and if so, I suppose I have been in error
in relation to the general rule of the law
in this respect.

Of the Pledgings - or a Recapitulation -
The proceedings except in
England, and in the colonies are al-
ways in favor of Admiralty. They are
brought up in our Courts and are
to be entitled to trial by jury. To be sure
the Courts at times sometimes in their
cases have been of Admiralty, but the Court
has no particular jurisdiction over this
subject, this are necessarily applied to in
some cases in case of this kind.

There is frequently an agreement between
the parties in the policy that if any one

to me. Now

question arises, on the policy, or insurance,
they shall refer it to an arbitration and
not go to the law. But it has been de-
cided, that such an agreement will not
bar a Court of Justice of its jurisdiction, ^{1852.}
the parties may have an action on ¹²⁹
the Contract.

Of the Policy. When the policy is
suffered by private insurance, the
action is special assumpsit. In the
declaration the policy is generally re-
cited verbatim, and it must be so
substantially. It is now usual to declare
it to be "according to the custom of
merchants," for the word "policy" is not
now contemplated as a custom.

It must then state the proper war-
rant, on the part of the deft. then the
consideration or sum insured if it be on
a valued policy, if on an open one it
must also state, that he had an interest
in the thing, and a wagering
policy.

Merc. Law

policy. It must also state, that the ship
outward in the voyage insured upon in
the policy; and if any warranty be made
therein, and then that they are complied
with - Then comes the loss, which
must be stated to have been occasioned

Part. 62 by some of the, be it insured against in the
policy, and lastly, you must state
that the Dept had notice of the loss and
that it is usual and perhaps safe, yet
Judge Rensselaer thinks it not absolutely
necessary to state a received and non
payment - Then state the promise

The Dept is the same in an adjusted
loss as in any other; and the evidence
is introduced under the General Issue
Questions on the policy may be brought
in the course of the case, if any, or
dismissed. When the parties issue

28th 1855 in his own name he is a party to the
4th 1855. 720. loss to be in himself and recover

However was a limited at the time

More Law.

of making the policy, are the proper persons to bring the action. E. gr. A and B effect a policy, and afterwards take C in as a partner. Now A and B are

the proper persons to bring the action.

It is not necessary to state "that the loss happened," in the technical terms

used in the policy, provided you state

something that amounts to it. As in

stead of saying, it was occasioned

by the barotry of the master, you say,

it was by his fraud and negligence.

Though it is, more safe to call it barotry,

If the insured sue only for a return

of premium, the action may be in

debitatus apropos and not an action

in the policy.

Non-apropos is, then, pleaded; and

the plaintiff is obliged to prove every ma-

terial fact, that he has alleged.

The Court may give in evidence any

thing, under this issue, which falsifies

the

2. 12 Jan. 1849.
1. Str. 581.
Hards. 334

More. Now

the insurance of the ship (which the
Ship was not sea worthy) or any
thing in general which would, the an-
swering the money then, that the insurance
was double, and that the ship had
one defect already. It is usual
for the Deft to show that the property
was not seized and that the ship
did not sail with any of the goods,
were for the plea "non apprehensum"
as shown in this place, even in all other
cases in which apprehensum that the Deft
is not liable. The Deft may plead a
tender, if he thinks he can, the Deft is
sure. In England there is a practice
introduced by a rule of Court, that if the
Deft has omitted to tender before trial,
brought he may pay the money into
Court, under a rule.

But if an alien enemy should sue,
and you please in a state under in
law. It is very clear that he cannot

recover

War Law

recovered during the war. And if the contract is such, that it might be recovered on, in time of peace, the being an alien enemy, surely can only be pleaded in abatement. But in England, a plea in bar, in such cases is proper, because there is a total breach, rendering all contract, with alien enemies, void. These are such in the Country. Probably illegal. The different view of them in England forms to the Court to be a departure from the rule of every other country: & so the plea must be in bar. Judge Reeve states even that Pennam. Bills, are not excepted out of the same rule.

There has been a rule established in 10 parts called the "Consolidation Rule" which takes place where there are several disputes to one policy, in which our Courts of Law will stay proceedings ag^t all till determined.

More said

time is here in one trial. This, was formerly done, by an examination from them say and from thence introduced in Courts of Com. law. but Judge Pease says it is as much an assumption of law very unsupported by their principles, as it is unavailing in Courts of Com. law. If several suits are brought, all but one will be discontinued, and if the party brings suit after this rule (which is granted on condition) it will be a violation of Court.

Good and
the
is M.

The same interest & policy, interferes in the Law. There is a distinction, though formerly there was a distinction in all Courts.

Of the Proof. If there is a law the sufficiency of which is denied, you must show it. Though it may be only to the contrary, it is now considered that no formal testimony can be introduced to vary the operation of a policy, say

More. Laid

any more, than any. The law is a
ance. Proof may however be admit-
ted of usage, which forms an essen-
tial part of the policy, and may de-
termine the meaning of the parties
in a particular case. is to habit of
suffering, and 1 1/2 1/2

Witness, not interested with the event
may testify, that they are, ~~not~~ in the ques-
tion. The witness in the event, when
the judgment may be used as a ground
of action against the witness is given in
evidence against him. These policies are
generally subscribed by agents, and
in this case you must prove him an
agent, as well as their subscription.

It has been determined as a ground
of action against an agent, that he
has been in the habit of subscribing,
as agent. The consideration is, whether
in the policy. The agent must show his
interest as such, and will become an
agent.

More. Low.

recourse to the question - As to evidence
of Representation - see 2, Bur 1896
p. 1. H. 428. - It necessary it then
behave the Stg to prove that the wife
sailed with some concerning her
travelling, and if of any other warrant.

The P^{ly} must also prove a loss which
must be proved by the Master's Mate, or
any other dec^y if it is not admitted
by the insurer - or if it is admitted but

- Mr. Jones' promise to be such a one as will cut
 off his head if he does not recover, he must have had
 some evidence, or protest, or
 something else.

1890-94. See a Declaration too a that life you
may receive for a partial life

More Law

Insurance upon Lives and Things
though they are not properly the sub-
ject of More Law will be briefly men-
tioned - An Insurance upon a life
is a contract for a certain premium to be paid
to pay a sum of money, or a sum of money
in the happening of some event
for the benefit of another. This Contract
is not in some countries, though
not in England or in this, there is a
warranty of age and health usually
on the part of the insured. And yet
there are certain infirmities, which
a person may have at the time of
procuring the insurance which will
not constitute a breach of warranty
only those which tend to shorten life.
If there is no warranty then the in-
surer takes the whole risk upon him
not only one's own life, but the life of
another may be insured. But the
person insuring, must have an interest
in

15th Lecture
Sept. 1812

1812-13
March 1812

Part 4. 37

Part 32

Merc. Law.

McLennan
Can.

in the life insurance and in these cases the
life is always total. If the party is
by suicide or killing or the hands of
justice, the risk is generally excepted out
of the policy. There are some
cases in all countries, and are to make
good the life contained in the contract.

2. 1857
1858
1859

The insurer does not generally insure to
the full value of the property, but the
other covered by insuring, is different. If
one without interest all insurance, are
void at common law, and are considered
as wagering. The amount of the actual
loss is to be recovered.

2. 1853

In some of these policies, there are
provisions introduced, that the insurer is
not to be liable for destruction by fire
unless it is proved to be caused by fire.
But a contract is not to be involved
in the form of a policy.

McLennan

The insured, however, has an interest in
the time of the life. For the policy is

More. Law

now made to extend it to the purchaser
under the insured and also to the re-
presentative.

Notice is to be given to the office, as
soon after the loss as possible otherwise
no recovery will be had.

3. In P.C. 499.

2. a. w. 57.

more than

Bills of Exchange and Promissory Notes

The Law Merchant differs in many respects
from the Common Law as by the latter, no
step in action was appraised - in
short the assignment of them at Common
Law, subjected the party to the crime
of "Re-introment".

y. 24.

Courts of Equity however intervened
and would make the latter pay it to
the assignee after notice even tho' he
should have to pay it a second time
though at this day in case of an assign-
ment the form of suing in the name
of the original obligee is still retained
the consequence of which is that the lat-
ter may be obliged to discharge the
action. But by the Law Merchant, the as-
signment of negotiable instruments
(as Bills and Notes) carries out only
the consequence that the legal title and
place the assignee in every respect
in

in the situation of the original premises.

And again, these instruments, though Simple Contracts have the importance of Specialties, attached to them by the Law Merchant. There can be no engaging into third considerations after assignment - But before they are registered is between the parties they stand precisely as any other contract would, and the want of consideration may be shown. Fraud in the consideration in the Merc. Law, will destroy the contract. But at Civ. Law only, fraud in the execution will destroy the contract. Goods sold by the Merc. Law when the price is stopped in transitu, if the Purchaser has become insolvent - An instrument at Civ. Law to commence its operation from the date" including the day of the date. But if they are to commence "from the day of the date" it includes the day after the date.

Amere. Law.

per's name upon it is blank: in which case, the person who endorses it is called the "endorser," and the person to whom it is ^{to be} paid is called the "payee."

This endorsement invests the property in the endorser: and in this case, the endorser is in all respects the drawer as between himself and the endorsee. So also the drawer himself in this case is liable to the law person to whom the bill is negotiated is called the "holder" of the bill. After a bill is once endorsed, it may pass by delivery which does not render the endorser liable as endorser.

These bills are commonly payable to a particular person or order - but sometimes to bearer also: in which case they are transferred by delivery, and require no endorsement.

The law merchant prevails in all these cases, in the presumption of the drawer having effect of the receipt
or

1840. Jan.

in his hands to the amount drawn upon him. Therefore if the drawer has to pay, the bill he may present to the drawer, for indemnity. This presumption however may be rebutted. If a man takes a bill of exchange, it is not payment of the debt due from the drawer, unless specially agreed upon by the parties.

Drawings Notes. A promissory note is a note of hand given in favour of a particular person or persons and they are then negotiable. It was a question in England, whether they were negotiable at common law. The Judge said they were. But the Stat. 4. cap. 2. said, that the question was made them so. It was decided in Parsons in the time of Judge Richman, that they were negotiable at common law. The nature of a note, drawn in the same character, as the receipt of a bill of exchange. But the drawer of a bill of exchange and the maker of a note are

Mass. Law

being totally different.

There is another species of instrument called Checks or Drafts. These are drawn on banks and are usually payable on demand. There will be notices in their turn. Bills are payable at sight or at many days after sight.

The term "usance" means a certain length of time at which a bill is to be paid, and differs in different countries.

In the English law and that we have adopted it means one month. If another usance it is two months.

Days of Grace are three, and these are allowed from the day on which a bill is payable. Then a bill is payable at sight, no days of grace are allowed.

Bills of exchange are foreign and local. But a bill which draws on a citizen of one State or another, in a different State, a foreign bill, but in different part of the same State it is an

More. June

that the consideration of a specialty, can
not be enquired into. If an infant howe-
ver give a Bill of Exchange, which is ne-
gotiated, the person to whom negotiated in
is nevertheless bound.

It has been a litigation question whether
a note payable to the order of A, made
entitled A. himself to recover upon it.

Now it is settled that he can. I think
that it is fully negotiable. So, it is he
payable to bearer. - It was also a ques-

tion whether in a firm, the act of one

party would bind the rest in drawing,

or accepting a bill of exchange: i.e. was

it within the scope of their partner-

ship? And it is settled to be as well as

if a note, had been given, in the name

of the firm. - To be sure if the firm, be

commercial any other act, than is

commercial by one, will not bind the

rest by executing a bill of exchange.

And it will bind the rest in

10. June 1845.

2. Shaw 8.

1. Pl. 455

3. Inst. 15. 11.

Exp. 1. 321.

More. 200

and by such a letter a specially mentioned
and authorized Diplomat, but in
the letter the contents of the letter are not to
be made known to a third person, but the
contents of the letter of the given the
said Diplomat, were that it was
not true the given, but this was a letter
of the party in which given
was given was unacquainted with
the circumstances of the letter but
the letter was not, and the letter had notice
of the letter of registration the letter of
the letter in given of a letter given
a letter is a letter.

More Law

Person who has been in the habit of
issuing Bills which the Court has recog-
nized as his own. But for the

Very frequently there are but two persons
to a Bill of exchange: as if a. draws
on B. in his own name: or if one of them
has occasioned some variation.

It is not a debt but a mere promise on the
part of the drawer: and it is not the
Bill over to B. in his own name is in
favor of the other drawer. And it is
not a debt but a mere promise, what the law
calls in merchants who believe that
B. should accept it. This is not neces-
sary with the general rule which is
that the General Law Merchant is
not to be proved by evidence.

Bills of exchange are privileged bills
in relation with respect to the drawer
and are negotiable and are
also subject to action.

But the
law

But the
law

Money Law

Provisions and Qualities
of a Bill of Exchange.

1. A Bill of Exchange must always be
 drawn on a party who is willing to pay.
 To be sure the contract is not made
 between the parties, but the obligation
 is on the instrument itself. It is
 not an order and must be accepted by
 the drawee of the bill. *March*
2. A Bill of Exchange must carry a
 certain sum with it, and not de-
 pend on a particular fund for payment.
 Otherwise it is not negotiable. Let it may
 appear to be payable out of a particular
 fund and yet it will be negotiable
 generally. This is when the party is bound
 to pay and the fund only serves
 as the one to reimburse the party.
 From large bills only there is not a
 sum in the book in which a note is made
 negotiable when it is payable out of a
 particular fund.

1. *March 1794*
 2. *March 1794*
 3. *March 1794*
 4. *March 1794*
 5. *March 1794*
 6. *March 1794*
 7. *March 1794*
 8. *March 1794*
 9. *March 1794*
 10. *March 1794*

More. Jan

It is not meant to say so at all a
scent, and not at least in any other
sense, for if it means what a certain
person who is a regular instrument
there, however a set of cases which
seem to carry some uncertainty with
them, but in truth they would be
paid at the rate of the law, it is
true that it would be, but not by
law, when it is not necessary how
ever that the certainty, should be what
is called a physical certainty, but
it is sufficient that it be morally cer-
tain, or an event which we never
doubt to find, as when a public stock
will be paid off, that is deemed suffi-
ciently certain.

There has been much question in the
law whether the words "value received"
were necessary in bills of exchange
and promissory notes, and there are
many cases bearing on both sides.

Though

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1900

More. 700

Though they are generally used, it does not follow from this that they are absolutely necessary. However there is no decision
Jan 25th that they are necessary. Though by reason-
ing from the analogy of their mother
Jan 26th words, to essentially (in which latter these
words are not necessary) it would seem
2. 1st 2nd they were not necessary. But they say they
are not necessary. It is best to insert
them. My opinion however cannot be
reverted to an authority.

2. 3rd 4th Of the word order necessary? There
again it is usually inserted. And there
are various other things.
The Eng. Bank of New York. Exch.
and others have determined that
the word order is necessary and a
constituent part of a Bill of Exch.
And that without it their negotia-
ble notes would be defeated and their
notes be more likely of refusal to
be taken by the banks.

More. Law.

Illegal Consideration

The Consideration of a bill cannot
be assigned into other consideration

though it may be believed the parties

3. 11. 71
3. 11. 183
Rout. 11. 11
is a point
Draft

At Law the illegality of a bill is not a bar to its assignment.

A consideration even in the hands
of a stranger cannot be attacked and a bill
containing it may be introduced for that
purpose. As an analogy therefore, it
would seem that the illegality of a
consideration may be assigned into
lawfully and rightly but this is not univer-
sally so for in the case of the same
thing there are some cases in which
the illegality of consideration is a bar
to the bill and there are others in
which it may not be in the hands of
a purchaser. Now at Law the
bill must be brought in the name of
the original promisor but in the case
of a bill it may be brought in the
name of the assignor.

Even

Then it has been said if the purchaser made a bona fide purchase ignorant of any illegality or turpitude in the transaction he would be entitled to recover.

But if on the contrary he knew at the time of the purchase of the consideration being extorted between the parties he is deemed particeps criminis - Yet even

1. 100. 101.
1. 100. 102.
1. 100. 103.
1. 100. 104.
1. 100. 105.
1. 100. 106.

in this case should he transfer it to a bona fide purchaser the latter would be allowed to recover. But there are certain cases in which the bill of exchange is not by Stat and is not a bona fide purchase. However

1. 100. 107.
1. 100. 108.
1. 100. 109.
1. 100. 110.
1. 100. 111.

will be allowed to recover for they are declared void to all intents and purposes "as usury, and gaming, obligations, transferences, &c."

1. 100. 112.

But if an innocent note is given and transferred and the holder transfers it to a bona fide purchaser then the latter may recover if the former is the

More. Luc.

transfer, as in a new contract.
The State of the Parties and
Of the State of the acceptor
and of the Position of
Acceptance

The acceptance is an engagement to
pay the bill to the holder or to him who
he may name the drawer if he
accepts is changed in his mind and
is called the acceptor. And a
man who previously engaged to accept
a bill on it being drawn is bound by
such acceptance notwithstanding a
subsequent refusal. for the engage-
ment amounts to an acceptance.

When a bill is accepted the drawer has
a double security, i.e. he may either sue
the acceptor or the drawer and an
endorser may have little doubt of
that his security is increased, but as
often as the bill is endorsed.

This acceptance may be either before

18th 45
Drawn 4th
2nd 1845
18th 45
18th 45
18th 45

Merch. Law.

or after the bill becoming due. The usual mode of acceptance is according to the tenor of the bill. This however is not universal nor is it necessary.

217 2. 244 In acceptance may be by writing on the bill or on separate piece of paper or even by parol. This last has been decided a question since the act of 1844. But Courts consider it void if not in writing. 5th 1844 section by that part of the Stat which requires all undertakings to pay the debt of another to be in writing.

The acceptance of the bill binds the acceptor to pay it, and it is no matter who presents it. It may be accepted in part in which case it must be paid pro tanto. But the holder or holder is not obliged to receive such an acceptance. He may and ought to protest it. It may also be accepted to pay at a different time from that specified in the bill, and the holder receive

210.
1 Str 648
2 Str 1154
3 Str 544
4 Str 70
5 Str 180

Misc. Law

receiving or refusing, as he pleases.

Obligation of the acceptor.

It is said any thing which imports an acceptance will bind the drawer.

And in construing what amounts to it Courts are very liberal: and any thing, done or said to the bill, which may not amount to a refusal or absolute refusal, is an acceptance as writing the words "presented," on the bill.

Words implying a future acceptance as "leave the bill with me, and I will accept" is amount to an acceptance.

But if the drawer should say "leave the bill with me, and I will accept tomorrow as I find accounts between the drawer and myself," it is held, that this does not amount to an acceptance.

5. 618.
2. 11. 2. 1.
D. 1. 1. 1.

If the drawer refuse to accept or to sign, a certified refusal to pay, the holder after protest may resort to the drawer who in his turn may resort to the drawee.

more. for

drawee, if he has accepted, provided he
has effect of the drawing in his hands
sufficient to pay at the time of accep-
tance. If the bill is to be "W. B. or
bearer" the bill cannot be negotiated by an
acceptor. W. B. means it: but after his en-
dorsement, (which is usually in blank)
it may be transferred with or without
endorsement (in instructions)

But if it be payable to "W. B. or bearer"
no endorsement at all is requisite to
render it negotiable. but it may be
transferred by delivery. it may however
be endorsed, and the endorsement will
bind. When the bill is endorsed the pay

1845. 2. 25.
1845. 3. 10.
1845. 3. 15.
1845. 3. 20.
1845. 3. 25.
1845. 3. 30.
1845. 4. 5.
1845. 4. 10.
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1845. 6. 25.
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1845. 7. 5.
1845. 7. 10.
1845. 7. 15.
1845. 7. 20.
1845. 7. 25.
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1845. 8. 5.
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1845. 12. 30.

ee into whole hands it comes, may
strike out as many of the endorsees as
he please and fill the remaining
blank with ~~endorsements~~ as endorser to
himself.

Of the Endorsement. When a bill
is made in transfer is always with

More. face.

out endorsement, that the holder, when
the face of the bill is a stranger to it, &
he can recover of some of the endorser's
by the law. Merch. but is left to his, name
as at Law, and the person from
whom he received it. The reason is that
without endorsement, there is no privity
between the assignee and the original
drawee or parties. An endorser may
at any time make himself a party to
the bill, by filling up the blank en-
dorsement in his own name, as the as-
signee to the drawer.

1. Shaw. 65.
1. Sal. 128.
2. Ray. 841.

Whoever puts his name on the bill, en-
ters into the same engagement, that
the drawer does. viz. "If the acceptor
does not pay or accept it, I will not
only pay it to the endorsee, but to any or
their subsequent assignees."

And the endorsee, holds the bill with
the same privileges as the drawer
that the payee did, together with the

and assignee

Merch. Law.

additional security of the payee, who
became the endorser. This leads down
as a consequential rule that whenever the
of the endorser has received a valuable con-
sideration from the endorsee, he cannot
endorse it, not to restrain the endorsee
from negotiating it.

It has been questioned, though it is a
good rule, that the words "or order" are
not necessary to be used in the endor-
ment: for they are only used to give the
instrument "negotiability," which it re-
quires, but by their insertion in the body
of the bill where they ought to be.

When the transfer is by delivery, (which
is, when made payable to bearer) a
false holder can recover of the
drawer tho' it was obtained by fraud
or theft in one instance. If he gets the
bill and gets possession of a bill, then
if he transfers it to B. who is ignorant
of the theft B. may recover for the

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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More. Law

Masses of cash: and if it is a rule of po-
lity. When two or more partners
are the joint drawers of a bill an en-
dorsement by one will bind the whole. 17. Lectures.
When they are not partners, all the joint ^{Dang.} endorsers
must endorse.

Certain persons under certain cir-
cumstances are authorized by law to
endorse tho they are not the original
drawers of the bill. E. A. Green. Gold, hav-
ing a bill of exch. drawn: now her
husband may endorse without her. So
in the case of the assignee of a Bank
& also of a Trustee. So if Executors. So if a
Trustee who does not own the beneficial
interest at all.

After acceptance, it is not in the power
of the drawer to endorse it nor in
power to answer his liability. Because
this would subject the acceptor to
his action on a contract entire in
its nature. Hence if endorsed by
him

More. Law.

Previous to acceptance

Engagements, which the law
imposes between the parties.

I hope of the Drawer. - Who does, no
thing more than, request payment of a
certain sum of money, to the Payee.

But the law implies certain engage-
ments in his hands. 1. He engages that
the drawer is solvent. 2. That he shall
be found at the place &c. 3. That he
will accept the bill, and that he
will pay it, which includes not only
disposition, but ability, to pay it, and
in default of which the drawer is
responsible to the (drawer) Payee, and
all his assignees. Therefore the drawer
must be careful of hurting himself,
and must not be an infant, or insane
- or even a minor - or any legal disability.
As soon as the drawer is back on the
account of the bill, the interest runs
from the time it becomes due and demand-
able.

more. *from*

damages the judge is liable to sustain &
even a restitution. At Common Law the
party receiving damages, for the breach
of contract is refusing to pay, money,
which is the legal interest of a Contract.
But the State Law gives the interest
and damages restitution which is different
from the legal interest. Then damages
include not the legal interest, but restitution.
as difference in exchange & in the
value of the contract and the value
of the damages.

It has been solved, that a man
may draw a bill by writing in words 1000 \$
on a blank piece of paper, and then
drawing it to a third person in three
things, the paper & the bill & the money
which is drawn.

As the drawee takes up the bill & draws
the bill for payment, has
a bill & it is now settled that he is in
a drawn state.

549
1844
1845
1846
1847

Dr. Geo. L. Geo.

9. The Procurer's engagements is
very ambiguous. As to all parties subje-
ct to himself, he is a drafter; and
nothing, will exchange him that would
not discharge the drafter. but he is not
likely to draw enough.

2. Dr. Geo. L. Geo.

3. Dr. Geo. L. Geo.
21st. 8. 1785

10. The Procurer's engagements is, taken
on account of it is a discharge of the Procurer's
but in the Procurer's and the Procurer's
secret to all the parties, etc. etc. the Procurer's
may be paid.

11. The Procurer's engagements - Procurer's
to receive some Procurer's to him, he has
certain duties to perform: as far as it
respects the Procurer's after acceptance
he has nothing to perform. But in other
cases, he has several things to do. If he
has a Procurer's subject to him, he must
present it in a reasonable time, and
what a reasonable time is always
to be determined by the Procurer's.

It is commonly payable at a certain
time.

Where. Law

time after date, in which case it has
been held that the holder discharges
his duty by presenting it, at the time
fixed for payment, tho' it is usually
presented for acceptance before.

1. 4R. 417.

When the bill is not paid at the time
or not accepted, the holder must give
notice (of which post) to every person
against whom he intends to bring his ac-
tion. The form of this notice there is, some
thing, but we will not dwell on it, it must be con-
tained in the notice that he intends to hold
him responsible at any event -
and inform him he expects payment
of him. But he must not only give
notice of non-acceptance but of re-
fusal and refusal.

1. 4R. 417.

The drawer must have notice in the
present, that he has effect, in the hands
of the drawee, therefore he must be
informed, that he may secure them.

1. 4R. 417.
1. 4R. 417.
1. 4R. 417.
1. 4R. 417.

But it is not enough that he has notice in the
present.

more. for

proved that every endorser has a remedy
against a prior endorser and therefore they
should be informed that they may secure
their remedy and secure themselves.

Suppose the drawer will accept but
not according to the tenor of the bill in
this case if the payee will not receive
such a acceptance he must give notice
just as before if he means to render it
time for payment.

The Form of Giving Notice -

After the presentation for payment of
all foreign bills notice of non-acceptance
or non-payment must be given
by the first post after the bill has been
the first opportunity cannot be improved
and in analogy to that it is generally
understood that the same rule applies to
 inland bills tho' the drawer has having
nothing of such bills tho' the bill has
been of notice when the bill is given
time it is a question of law decided by

More. said.

the bank upon the spot, found by the
Jury - There is one case where the tell
er may find the drawer without giving
him any notice and that is, where the
drawer has no effect of the drawing in
his hands. But the creditor in this case
must have notice (if the holder in fact
holding him, notwithstanding - for the reason
why they should have noticed still gets.

The manner of giving notice.

This applies only to Foreign-bills. For in
land bills and Promissory notes, no
particular form is necessary, but in
foreign bills, any deviation from the
form vitiates the notice.

The form - The holder goes to a Notary
Public, who takes the bill, presents it
to the drawer, and upon refusal
certifies it. Then he draws up what
is called a protest or declaration of
disobedience - All this must be done with
the regular form of giving notice.

More. Law

This declaration called a protest is to be sent by the next post in an enclosed letter by the Postary is left in the hands of the holder, and this is for him the proper evidence - These formalities are very much the same, whether protest for non-acceptance or non-payment; if for the latter the bill is sent with a protest and a certified copy to the holder, upon which he must bring his action - If the bill be not received there is a certified report, that the drawer is becoming a bankrupt, the holder is bound for the benefit of the drawer to demand of the drawer better security.

The bill of course cannot be protested for non-acceptance or non-payment because the time for payment has not arrived and the bill is probably accepted, but upon refusal to give better security, a protest must be made of this.

There is one species of bill which has not been noticed, viz. Where it can be

More. Law

and P. m., B. Now C. draws on A. in
account of B.

The Effect of Acceptance. If notice is duly
given, it entitles the holder to recover the
principal interest cost and charges. Pearson 161
Art 649

It is a rule that any person or stranger
may accept a bill in the honor of
the drawer and here the law raises a
contract between him and the accep-
tor. This enables one man to make an-
other his debtor by his own act which is
a thing perfectly unknown to the
law. In these cases notice must be ge-
ven of the same acceptance by the drawer
and to all persons whom that accep-
tor means to make liable. In such
case, tho' the acceptor refuses to pay at 1 Mo 185
for acceptance he is not liable on this
account to the drawer tho' he is to the
holder. If a drawer pays the bill having
no effect in his hands he becomes liable 1 Mo 185
Art 649
to the drawer and may choose
to have

More Law

him, with so much money to be, upon
it is recorded whether he can see in
the bill.

23 Lecture

It is a general rule, if the drawer has
made an acceptance, and made some
money afterwards, he is not to be discharged
except to the party interested. If a bill
be endorsed, it may be recorded for the
honour of the drawer. The holder of the
bill may discharge an acceptance either
by writing, or by word of mouth, or
act, amounting to a discharge of the
which two last are unknown to the Com
law where the maxim is, "no signature
que signature" - No length of time, but
of the bill of limitation, discharge, the
acceptor of the bill. If the drawer is an
order pay, part of the bill, it will be
discharge of the acceptor, pro tanto.
When the drawer has paid part and
made a written promise in the back of
the bill to pay the remainder, the Court
has

Walsby
P. King
Black
Faint
Dunlop
Dunlop

Walsby
P. King
Black

more law

held, that the acceptor was not dis-
charged but that it was only an ad-
ditional security.

When the bill has been settled
in a particular way, in any country the ^{the bill} ^{is} ^{settled}
the bill must govern the contract and
not the general law.

When the bill is accepted, various ^{as to part of} ^{the bill} ^{is} ^{settled}
the sum of it, which is received, the bill ^{is} ^{settled}
is notwithstanding, to be paid.

When the endorser pays part of the bill,
the holder is to recover the balance of
the amount, and the endorser to recover of
him the sum paid by himself. ^{the} ^{bill}
would subject the drawer to two actions,
which is not the general principle of
law that prohibits splitting actions.

I am of opinion that the drawer
must pay the whole, and the holder
pay back the sum overpaid. One writer
thinks the endorser cannot pay a part.
The endorser can certainly recover the
whole.

More Geo.

whole of the drawer, when he has said "Burr",
because he is liable for the whole.

3. 1844

There was once an opinion, that the
document must be recited to, before his
transfer: but this is now more away, and
it is settled, that the Soldier may do what
which he pleases

The Remedies: Where there is a pre-
siding of contract between the parties, the
Law will afford a remedy, as well as, the
Law Merchant? The Law Merchant gives a spe-
cial action on the case. Founded on the

1. 1st 614
 2. 1st 1021
 3. 1st 175
 4. 1st 174
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 100. 1st 180

Custom of Merchants, which formerly it
was usual to state particularly and
then bring the case within it. But, as
the "Law Merchant" is now considered a part
of the Court Law, the practice of setting
forth the custom is now away, and it
is now usual merely to allude to it as "a
usage to the custom of Merchants," &c.

As soon as action by an enemy, he must
state all the circumstances, by which he
suffers.

P. Merc. L. 210.

receives his right. The mode of draw-
ing these declarations, is to raise a pro-
mise, which is necessary in a bill law
contract. But, Judge Ware thinks it
would be sufficient to state the facts
wherein the liability, results, and therefore
the P. M. brings his action.

1st May 1838.
15th 1838.
1st 1839.

When the P. M. has several remedies, then
and he may pursue them all at once -
whether it be in law or in Equity? but
in the former, each action, has a distinct
object, while in the latter they
are all brought for one purpose.

The P. M. may recover Judgt. ref.
them all, and take out execution agt.
them, but he can have but one satisfac-
tion of his debt, tho' he may obtain his
debt from each. In order to put a
stop to these actions one party may
pay the debt, and all the debt of the
several actions. Yet if he pays only his
own debt, this puts an end to his lia-
bility.

1st 1839.
15th 1839.
1st 1840.

More &c

1

lilly, also, over the other parties, as if
lilly, in this way.

What must be proved, or rather
what is considered? &c.

The acceptance must be proved and
in general whatever is proved must be
proved: also the same must be proved by
what is made when the bill is in agree-
ment to accept, or by what is made to
indicate, or by what is made to
show that it was made, the bill
and returned it to the payer. The answer
is generally considered as proved in the
proof of the acceptance. For when a bill
is once accepted it charges the acceptor
till the bill is paid, or the holder be
convinced. Therefore in an action on the
acceptor, the hand writing of the drawer
need not be proved. The law goes upon
the ground that the acceptor is acquain-
ted with the hand writing of the drawer
and has admitted it.

By the Court

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Signature of the bill by the payee, is prima facie evidence, that it was delivered to him: it is not conclusive evidence however but it may serve to bind the payee's liability in the debt.

Where a Bill is payable to "a certain" if the bill is endorsed, the hand writing of the endorser must be proved: and when the endorsement is in blank the last endorser can fill the first endorsement in his own name: if there are many endorsements in full the hand writing of each endorser must be proved. When the endorsement is in blank the endorser must be proved to have happened.

Where the bill is payable to bearer - in this case no endorser's hand need be proved, but the bearer's hand must be proved. 10th 1844

If an action is brought by an endorser 10th 1844
not a previous endorser the endorser has
nothing to prove, but the hand writing,
of

since then

of his immediate endorsement.

If a drawer bring an action ag^t the acceptor he must prove the acceptance and then that the acceptor has not paid his duty, i.e. that he has not paid it.

But there is a case where after all he cannot recover and that is where he has no offer in the hands of the drawer. This is the case it is immaterial in the acceptance to show?

What is to be done in case the drawer brings the action? The account being the action on account of his liability, but he must pay the money and prove it and then he can insist on the action.

It was an old maxim that improvement of the land was a discharge of the debt. you cannot then resort to the property of the party. But the charge of the land has been taken in the action, and the party has to recover the debt. It was held in *Wright v. Carter* that

More. &c.

that it would. In case, the drawer ac-
cepts, and pays, having no effect, if
the drawer is in his hands, he may
bring, in action agt. the drawer
and in this case it is only necessary
for him to prove the hand-writing
of the drawer. The protest, is prima
facie evidence in itself, and in no case
is it necessary to prove the handwri-
ting of the protest. But if the drawer's
authority, as officer is denied, proof
must be had of it. The Certificate of
the President of the State Bank, Feb. 28. 48.
"Parties," is sufficient evidence, that he
is a party, and this proves it to be his
hand-writing, and if he is denied to
be Governor, the Court notwithstanding
may admit it, without proof.
If any of these cases of the Def. suf-
fer a default, this admits the hand-
writing, and the evidence then need
only prove the damages. Wherein

These Law

Therefore, the note is drawn to be merely
an accommodation note. As long as the
Party there can be, no security. E.g.
A. draws a bill merely to accommodate
B. and the drawee, before, to ac-
cept. This will not entitle B. to recover
of A. But if he negotiates, the endorser
may recover.

Bank Notes. These are bills payable
to bearer and are considered as money.

It has been decided in England that
they are a tender of money under
particular circumstances, they were
not held to be. But they are not a
tender of money to be tendered at the
time.

Cheques upon Bankers. These differ
in some respects from bills but are in
every respect money. They are drawn upon a cer-
tain description of person, called "Bankers"
and are always payable to bearer.

Ware. Law.

They must be presented immediately,
 at the Bank, and if not presented in a
 reasonable time the person is supposed
 to take it at his own risk - and though
 the Banker refuses or fails, still the draw
 or is discharged. Formerly this question
 of reasonable time, was left to the Jury;
 but now they considered it as a question
 of law and charge the Jury when it is
 such. The current of cases are that it
 should be presented within 24 hours, or be
 taken it at his own risk.

If it be not presented within the rea-
 sonable time the drawer of the check
 will be discharged for he has no effect
 in the Banker's hands. These rules are
 signed by the Bankers and are con-
 sidered as laws.

The following are several cases, to wit
 first some of the rules laid down. It is a
 rule that a person, who is liable in
 order to constitute a good bill and it

35. 316
 340. 325
 1. 102. 2. 114
 34. 310
 11. 11. 14. 18. 248
 11. 16. 11. 1.
 11. 16. 11. 1.
 11. 16. 11. 1.
 11. 16. 11. 1.
 11. 16. 11. 1.

More Law

must not depend on a particular friend
merely

and not depending on a contingency,
is negotiable, is not negotiable after
the contingency, happens because, if not
negotiable in its situation it never can
become so it

It is also, I am sure, a certainty, that
the money shall be paid but it is un-
certain as to the person who shall pay,
in this contingency, between the validity
of the bill. As if a bill be in the con-
tingency, that I will pay, it is not valid
this though payable at all events, is not
negotiable

More Law.

Partnership.

A contract is necessary between men to constitute them partners to share jointly in the profit and loss of their concerns - This is the general idea.

22nd Section

Such connection is generally notified to the public by hanging out a sign.

There is such a thing as a dormant partner and all the partners will be bound, but the creditor has no notice or suspicion of the partnership, when he trusts any one of them.

Another ground of making a partner is where a man, though in truth he has no interest in the profits, suffers another to use his credit and reputation as a partner: then he will be liable as such. If one lends money in the

joint interest to a trader, on condition of having a certain portion of the profits, but not to be liable for and loss, it is held by some that there is a partnership.

18th Section of
22nd Sec. 28th
3rd Sec. 29th
5th Sec. 30th
1st Sec. 31st
2nd Sec. 32nd
3rd Sec. 33rd
4th Sec. 34th

More. Law

partnership by thing, as only survivors.

Judge Moore thinks it

The character of this partnership is that of
tenants in common, and not joint tenants.
Therefore, there is no joint accretion
among them. Yet the no right of disposal
by survivors, yet the right of surviving
and collecting property, not in partnership
but survivors. And if the survivor is to
be to be one of the partners of the firm.

2. H. 423.
1. H. 193.
190 184.
2. H. 444

The executor of the deceased partner can
not be sued during the other's life, as to
the right of disposal of property, and being
dead, the executor represents fully his testator.
He must receive a definite notice of accep-
tance of the partnership, and enter into a contract of
partnership as to the law is the necessary
result of these facts of proceedings. If
execution and issue of the partnership, but
not and the person of the executor
is not liable and the property of the testator
can be had without the executor.
being.

More: Law

being, since if the Firm should give as
H.G. and be defeated he is not liable for
costs. In all respects, then the remedy is
as complete to or against the survivor as it
would be if the Firm of the deceased part-
ner were to be joined.

That the Survivor should take the lands,
not looking into his hands, when such
lands are, must be given is a necessary
consequence of his being allowed to be
joint. If however they are not to be joined
the Firm may keep what he has in
possession. Can the Survivor take all the
goods in his possession? He is liable for
the debt of the Firm, and when necessary, must
to pay, then he may retain the goods.

But if it is not necessary, for what pur-
pose, Judge Green says nothing in the
Law of Partnership to give the Survi-
vor this exclusive privilege. He says
more, to Judge Green to be that an
undivided society, not in the Firm
but

Where? & how?

but for the purposes of collection:

1. Apr. 285.
2. Apr. 288.
3. Apr. 289.

All the property in action, being under
the control of the survivor, suppose he
is sued and unable to respond the as-
sanges of the plaintiff. Then the Plt. having
obtained his judgment Judgt. may be
sent to the Rec^r which is usually done
by a Bill in Equity. But of late years
Courts of Law in Eng. have allowed ac-
tions of Debt on Judgments and Judges
there suppose a Deceit. Then might
it be said and he does no reason why they
should not be allowed? as the same evidence
will be made use of in both cases. It still
remains a Partnership Debt though
Judgt. is obtained against one only.

2d. Lecture

Suppose a Partnership formed, and the
Partners have private property independent
of the company property. During a
state of solvency each partner is liable to
pay all the debts of the Company, i.e. the
property of the Company is liable.

More. 740

If the partnership, be insolvent or
bankrupt under the insolvent laws of
the state, settled by affidavit or com-
missioners. In doing this, the private es-
tate of each partner, is liable for as for his
private debt, and the surplus (if any)
goes to pay the partnership debt.

The private stock of either partner
is not liable for the private debt, of the
other, but the company stock is liable
for such private debts. If the sur-
plus of one partner's private stock is
carried into the company stock to make
up a deficiency, so that after all the
company debts are paid, the residue
of this surplus belongs to the partner
whose private stock it was. These
principles are not applicable to the
partnership when joint. For in this case the
company stock is liable for the pri-
vate debts of either. There are several
modes of carrying an account in the
company.

More 2900

containing stock, for each partner's share
all of which Judge Reese thinks objec-
tionable. But since let's go to the other

One is to buy the quantity to twice the
amount, sell it and become trustee for
the other partner's half, because no one
secular part of the joint stock belongs
to the other but only one half of each stock.
Therefore twice the amount of the secu-
lar is taken, as soon to get sufficient
property belonging to the partner's other

A second method is to take double the
amount of the securities but sell only
one half, which secures the partner-
ship as far as it respects the property,
and return the other to the other partner.

Another mode is to sell one half of
the undivided stock, and make the
purchaser tenant in common with the other
partner. As to the first method, the
Court's authority, only a sale sufficient
to discharge the debt, and Judge
Reese

More Law.

Now, would ask, by what authority the
creditor become trustee for the partner
not partner. The objection to the third surd
is, that the property will not file. It will
it to be added in court. The last method
is practiced in New York.

If the partner's wish to settle account,
if a balance has been struck between
them "immediately, agreement," will lie. 2 H. 478.

But if it has not been struck, the
proper method is to file a Bill in Chancery.

When a dissolution of partnership is
sued, the court may, in its discretion, order
the partners to settle their accounts.
1 H. 311. 185.
2 H. 618.

Can such a partner bind the firm by
giving a note to pay the debt of the
firm? It is settled that he cannot.
and so say it determined in New York
and in England, and in New.

The dissolution of partnership will
not prevent one partner from binding
another unless he be given to

More Law.

if this evidence of publicity must be ~~proved~~
~~proved~~ brought home to the creditor him-
self. Which has been said & mentioned
in the News Paper, all of which amount,
only, to Presumptive notice. There is no
certain rule on this subject but each case
depends upon its own particular circum-
stances. There is no rule, pre-cited by
any of the Law in which the parties may present
a joint responsibility.

More. 1410.

Factorage

This is a word, that is, very often used to signify an agent that is employed to transact business for a person whether at home or abroad. In fact, usually, and properly it signifies a person in one country, employed by one in another to transact business in the former. He acts under a Commission given him, principally to which he must strictly conform. For if he violates it, he is not liable in damages, but for full, all claim to any compensation, to which he would otherwise have been entitled.

It is however sometimes different, in respect, third persons. Factoring may be done and so it may.

When Commissions are either General or Special - A General Commission invests the agent with authority to buy and sell, and the goods were his own in the one he is only liable for

Article

1410

2. The occasioned by gross neglect
 3. Principal. In such cases usually con-
 sidering the words to "sell and dispose" in
 this case, the Factor is not authorized to
 sell upon credit.

When the principal wishes to call the
 Factor to an account, the remedy in Eng.
 is to be by action of account, and the
 Judge who decides in the ordinary cases
 is present in the country. Now in Eng.
 a litigation is usually made in Chancery
 where the accounts are adjusted. But if the
 debt should come due and he was Factor
 Chancery will ascertain the facts by refer-
 ring it to trial in a Court of law.

1. Diligence and honesty are required of
 Factor and for want of them he is liable.
 2. If the Factor sells for his principal, both
 Factor and principal are liable.

It has often been practised by Factor's
 to represent the state of the estate and then
 charge them over to his principal in

Merc. Law

which case he was allowed to recover

the Judge Moore thinks, cannot be law.

The sale of goods by the Factor will bind
the Principals. But where he abstracts

act in the character of Factor, he can-

not pawn or pledge the goods for a

2. W. 1748.
1782.

debt of his own. When a Factor goes beyond

his Commission either in selling goods

2. W. 638.

or buying them upon credit, the prin-

cipal is bound by it, tho' the Factor is

liable to him, and he then forfeits his

commission. If the Factor be directed

2. W. 200.
Enc. 49.

to invoice, he is bound to comply with his

instructions. When the Factor is

known publicly as such, the principal

may give notice to the purchasers of his, Imp 35.

goods, not to pay the Factor, in which

case if they do they will be liable to pay,

it over again to the principal. But

if the Factor appears as proprietor

the Factor has a lien on his principal, Enc. 49.

goods in his hands for his commis-

ion

Merc. Regu

die, and undid for any debt. There is
one case, where the factor is obliged to
take better care of his principal, than
himself: As if he sell 1000 worth of
goods for his principal, and if worth
in himself, and receive 500, and
the purchaser fail, then the whole of the
500, must be paid to the principal.

When the factor die, or become bankrupt
having goods of the principal
in his possession then goods, except the
due by the principal: and if any
any property or goods remain, he takes
in the end, if it can be identified.

More. Law

Stoppage of Goods in Transit.

This is peculiarly mercantile. When goods are sold and delivered to the order of the vendee but he has not yet received them into his possession, if he is likely to fail and not pay for them, the seller may stop them in transitu i.e. transit it and, when the vendee has obtained possession, or the goods are delivered to his agent.

A Bill of Lading is a negotiable instrument, and if it be negotiated it cannot be stopped in transitu. Thus where a Bill of Lading was assigned to A. and he assigned it to B. and the bill was in fact assigned to B. instead of A. still B. the assignee of the goods Insiguit was allowed to hold.

2. Mo. 45
5. 78. 1855.

Marine Law

Of the mariner's. - The contract of the
ship of people are regulated by the Custom
and not by the law. In some cases, receive
the construction which they themselves
have given them.

2. 16. M. 666.
2. 16. M. 666.
1. 5. 1. 179.
Dec. 1844.

A mariner is entitled to his wages in
a ship, but not by the shore, and if
he is not paid, he is not paid until
arrived at the port of departure still he
is not bound. A ship has been made
in the American State, regulating this
particular.

1. 2. 1. 179.
1. 2. 1. 179.
1. 2. 1. 179.

If a ship be left on her return home
voyage, the mariner loses his wages, but if
he arrives at the port of delivery he is entit-
led to wages up to that time. This would
be so even tho' he should stipulate to the
contrary notwithstanding the Statute in the
U. S. The principle however, is that in
case of loss the mariner only loses his wages
from the last port of discharge.
They are entitled to wages interest from

1. 2. 1. 179.

More. *Logu*

the time, they arrive at the point of delivery.

By - Forfeiture: Seamen may forfeit
their wages by misconduct.

1842
2 May 1842
1842

Seamen, disabled by sickness or
wounds and incapable of discharging
their duty, are still entitled to their 2nd 1/2 B. & 1/2
wages for the whole voyage. This is
a mercantile principle.

Mere. 120.

Charter-Parties.

A Charter-party is the hiring of a ship, and is of two kinds: The 1st is when the ship is manned and equipped and commanded on the part of the owner.

The 2^d is when the ship is delivered to the charterer who man, her himself and what is paid by him is called Freight and is commonly so much for time.

If the vessel be left before she arrives at her port of delivery the charterer pays nothing. But if she be chartered outward and homeward and is left on her homeward journey the charterer pays for the outward voyage only.

It is however common to stipulate as to the contingency of her being left.

If the vessel be manned and equipped and commanded on the part of the owner and the voyage is defeated by the adverse conduct of the sea or the charterer is not liable for the Premium paid if

More. Law

if it is the other species of charter, where
the vessel is manned, equipped and
commanded by the charterer.

This Contract is commonly under
seal, tho' it would be binding, if, im-
posed, by statute. The charterer may, at
any time, before execution, put an end
to the Contract in the last said Judge
Reese's supposed, earnest money, is usu-
ally, said, which is forfeited in case the
Contract is thus, determined.

Bus. 882.
888.

The owner may, defeat the contract
also by paying back the earnest money
and as much more.

1. N. H. 190.
2. 30.
1. N. H. 85.
2. 69.
2. 10. Ray. 918.

Though the owner should lease the Ship
to the master for 10 years, yet he is not
discharged from his liability, as owner.

The Ex-More gives, to all Masters of
Ships, when they are abroad power to
bind the owner for necessities - in this
case, both the Master and owner are
liable, and the Ship may also be his.

2. N. H. 403.
Comp. 670.
1. 192. 10. 108.
1. 10. 10. 10.
Harden 185.
370.

Merc. Law

hypothecated - So if the be chartered when
the charterer equips, commands, the
charterer is not bound. but a general
rule - Where the vessel is jointly

1. 220

owned, who shall direct the voyage?
The owner or owner's of the greater part
of the property - These, must, still find
the vessel though the minority dissent
still the profits and loss are divided.

2. 220

1. 220

2. 220

But if the minority, will not consent
the majority, may give security, in

1. 220

2. 220

3. 220

the minority, for their losses
and damages, and they may take
the whole profit, themselves. The uni-

1. 220

2. 220

3. 220

4. 220

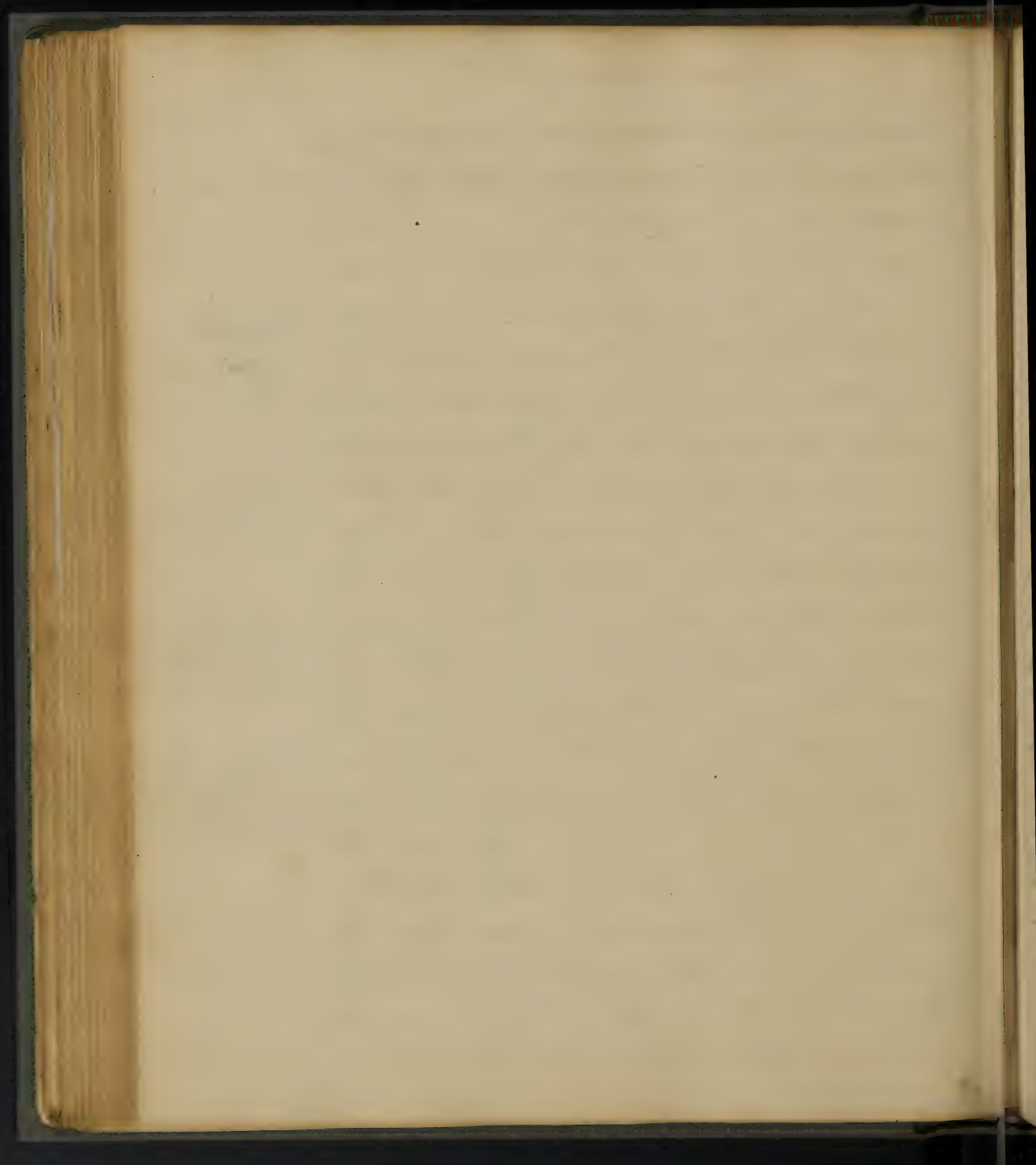
versity, may also compel the majori-
ty, in a Court of Admiralty, to give
the security.

It has been much a question, whe-
ther the owner could be bound by the
hypothecation of a vessel, when there was
no crew of it. This must go upon the
ground that the owner of the vessel,
when

Proc. Geo.

Know of Mr. Geo. Thompson, George Thompson
think it is now settled, that they are 2. 2. 1818.
Lalro

Geo. Thompson
1818
W. C. Thompson



Public Room

Public ...

Popular government ... the party has
too frequently for the private interest.

There is a material difference be-
tween the act and the offence - The
act is the thing, and it is the mere
action. The offence is much the char-
acter which the law affixes to such
act. Hence one act may constitute
many different offences and if one
entire offence may consist of many
acts. As a single white letter law
in England all ship acts being com-
mitted in continuation a whole ship
is an offence. The same may be said of
the other crimes are distinct. If the book
has many accounts of piracy the crime is great
but before, included in the ... 2. ...
in the public ... and the indivi-
dual has no remedy. The doctrine of
punishment has been ... accounted
for. It is done by some to be punished in the
the ... of the law in order to bring it

Fuller Aug 17, 1841

Public Morals.

Law is effected in three ways, viz.

1. By such punishment as will tend to reform the offender.

2. By deterring others by the dread of the same the same application is made in a similar manner.

3. By depriving the party of the power of doing further injury.

It will be considered what persons are, or what persons are not capable of doing, thus a crime. The general rule is that all persons are held - Pl. 20. As a consequence of the laws of the land, each type that are a type of each other.

As the causes which induce the commission of a crime, from which they may be reduced to this one standard viz. "The want of a will" there is no person has the physical power to do an act; but to constitute a crime he must, must be in the act. The rule is different in civil injuries: for the intention here is Pl. 20. need

Public Wrongs

need not occur - it is not being con- sidered. Now there is a defect of will in three different ways - 1. Defect of understanding. Infants, under the age of discretion are not punishable for any crime whatever - Criminal law punishes guilt. Civil law gives dama- ge. It is a general rule of law that if the crime consists in an omission an infant less than 14 years of discretion is not punishable. This rule proceeds on the ground that an infant has not the com- mand of his person or property.

The age of legal discretion is fourteen. Under that age, he wants discretion. But at fourteen and over that age he is to be the same as an adult. In discretion are not a mere line. The border between 14 and 9 is liable to great un- certainty, but the presumption is in favour of the infant if he is under 14. Whether it may not be better to make

1. 14. 32.

2. 14. 33.

3. 14. 34.

4. 14. 35.

5. 14. 36.

6. 14. 37.

7. 14. 38.

8. 14. 39.

9. 14. 40.

Public Manners

under 7, is not clearly settled in the books
but even what justice Blackstone says it
must appear, that it cannot be rebutted.

May not an infant, under 14, be punished 2. Pl. 223
to for breach of peace, riot, and common
misdemeanors? If many, not law.

Idiot, and lunatics, are not punishable
for their acts, while under their incapacities
they - Excuse in case of a lunatic, if he offend
in a lucid interval - A person deaf and
dumb from nativity may be tried and
punished, for even a Capital Crime, if
ideas, can be conveyed to him by signs.

If one commits a capital offence, and
before arraignment, becomes insane: he
cannot be arraigned if after arraignment
ment he cannot be tried. if after verdict
against him, there can be no judgment. if
after judgment, there can be no execution.

If it is doubtful, whether the prisoner is sane 2. Pl. 35.
whether the fact cannot be tried by a jury.
He who incites a madman to do

1. Pl. 211.
3. Inst. 10.
1. Pl. 105.
1. Pl. 105.
4. Pl. 211.
1. Pl. 211.

Heath. 105
2. Pl. 211.
2. Pl. 211.
4. Pl. 211.
1. Pl. 211.

1. Pl. 211.
3. Inst. 10.
1. Pl. 105.
4. Pl. 211.

Public Opinion

Here, the will is unmistakable - And it is a general rule that if one commits an unlawful act by misfortune or chance he is excused. There is a defect of will. Cases of this kind occur in homicide.

1. 1st. 3.
2. 2d. 29.
3. 3d. 124.
4. 4th. 122.
5. 5th. 26.

But, if one inadvertently does an unlawful act by unintentional misadventure he is not excused.

Is ignorance or mistake a ground of excuse in the absence of defect of will - Thus, if a banker draws on himself thinking it was his own, he would not be liable criminally, but civilly only.

1. 1st. 3.
2. 2d. 29.
3. 3d. 124.
4. 4th. 122.
5. 5th. 26.

But, ignorance in point of law, will not excuse. Here, the will conforms with the act. It will never be permitted to say he is ignorant of the law, because it is the duty of every man to know the law, it would be impossible. Now, the reason why ignorance in point of fact, excuses, but ignorance in point of law, does not, is this, that in a mistake in fact the will does not

Public Wrong

not a crime in the act, but in mistakes
in knowledge of law & fact.

2. There is a repeal of will arising from
14. H. 21. 27. ambulation or necessity. Here, the will, of
the subject, must be clear, not approved
by the Legislature, enact an im-

3. H. 28. quitting land, conceding are not con-
sistent to religion or morality. Here, the sub-
ject is gained in cheating, for he acts, un-
der the obligation of divine protection.

10. H. 32. of force. Force is, in many instances, 4-
12. H. 31. 34. caused from parliament when she does
12. H. 35. an unlawful act and then the exercise of
14. H. 36. her husband is which is the same kind
in his company. Thief and Burglary.

1. H. 38. But if she commit these crimes volunta-
1. H. 39. riously or by the same command after hus-
1. H. 40. band, she is not excused (are not thief

14. H. 41. and burglary, under a pe. 2.)

1. H. 42. In case of Treason, Murder, and assault
1. H. 43. Robbery, even excused by the Husband and
1. H. 44. not excused her. So in the case of Force
1. H. 45. laughter

Public Morals

Granddaughter, a woman is not excused
on the ground of marital coercion -

1. Pl. 29. Ch. 10. 2. H. 10. 4. Pl. 2. 5. Pl. 2. 6. Pl. 2.

Aug. 1. Th. 10. 4. 8. 10. 10.

Neither a child nor parent, is as such
excused for marital coercion, by the common
law of the parent or master -

1. Pl. 29.
1. H. 10.
3. Pl. 29.
1. H. 10.
1. H. 10.
1. H. 10.

Another species of marital coercion, working a
defect of will is marital coercion - This
excuse, marital coercion - 1. Pl. 29.

1. Pl. 29.
1. H. 10.
1. H. 10.

rather not are excused, if done, by marital coercion
of the marital coercion - But they not
excuse, marital coercion, with regard to will - 1. Pl. 29.
two offences only - and not as to marital coercion
offences as marital coercion an innocent person
to escape death.

1. Pl. 29.
1. H. 10.

Another kind of marital coercion, arises from legal compulsion when the will is forced - 1. Pl. 29.
2. There an officer of the law, is bound to
make an arrest or distress - 1. Pl. 29.
and resistance is excused - 1. Pl. 29.
and all violence, arising for the purpose -
excused

1. Pl. 29.
1. H. 10.

Public Morals.

performance of his duty: so that killing
may be justified.

It has been made a question, whether
a man can excuse himself, for steal-
ing to relieve extreme want of food or
clothing. But it is now settled that he can
not justify it, on principles of the Law.

Of Principals and Accessories.

As two or more persons may be concerned
in the commission of a crime, the law
has established a difference, between prin-
cipals and accessories. One may be
principal in an offence, in two degrees.

A principal, in the first degree, is he who
is the actor, or absolute perpetrator, and
in the 2^d he who is present, aiding and
abetting the actual perpetrator. The
law does not all agree in this distinction.

But Mr. Gould believes it to be correct. (See
commentary to Hawkins the offender in the
1st degree are principals in the 1st degree.
2^d in the 2^d degree are principals in the 2^d degree.

Public Manners

The latter more accurately considered
as accessories only. - 2nd M. P. 539. 1st M. P. 137.

The presence necessary to make a prin-
cipal, in the 2^d degree, need not be an
actual standing by, within sight or
hearing. - A constructive presence, is suf- 4. P. 11. 11.
ficient - 2. Keeping watch or guard at door. 199.
a convenient distance - 2nd M. P. 539.

To aid and assist a person unknown to the
will make a principal in felony. 2nd M. P. 539.

The above rules, hold as well as to the
felony as to those at common law. 2nd M. P. 539.

A Stat. felony is subject to all the inci-
dents of a Com. law felony.

Even a constructive presence, is not al- 4. P. 11. 11.
ways necessary to make a principal in 2nd M. P. 539.
the first degree. 4. Preparing poison, 3. P. 11. 11.
and applying it taken in appearance at 4. P. 11. 11.
scene - a trap set out - letting out a 4. P. 11. 11.
wild beast with intent to do mischief.

Here the offender is principal in the
first degree. But it is indispensably ne-
cessary

Public Wrongs.

necessary to make a principal in the second degree, that he should act and assist in the crime and hence, a special

2. M. Kelly 324 verdict, finding also that the prisoner
536. 531.
Re 57. 79. was present, is not sufficient to warrant
11. Dec 1873.
a judgment of guilt.

The accessory is one who is not the chief actor in the offence, nor present at its preparation, but in some way, concerned in it before or after the fact.

There are some offences which do not admit of this distinction: but generally there may be principals and accessories in felony. There are however some exceptions: In high treason there can be no accessories but all concerned are considered as principals: in account of the atrocity of the crime. Besides the bare intent to commit felony in some cases actual felonies.

11. Dec 1873. The generally true and intention.
11. Dec 1873. all make here an accessory in felony.

Public Wrong

man's him a principal in a high
treason: and then, whether before or after
the fact it was however commonly

questioned as to accessories in getting
after the fact, there may be need
work in hotel treason murder and

other things, except those which in
my opinion I have an unimpeached
as my thoughts in which there can

be none before the fact. In this has
been all crimes under the oath
of my there can be accessories but

all accessories are guilty as principals
An accessory cannot be guilty of a
higher crime than his principal.

A servant cannot be a stranger to murder
or his murder (or wife her husband)
the servant being that he is accessory

in the crime of murder only. But if he
has been present and assisting, he
must have been guilty as principal

of high treason and the stranger of
murder

2. Black 4. 1. 30
12. 15 8. 2.
Lyer 296.

2. Bl. 15. 141.
State 1. 5.
Thack. 4. 1. 150
Thack. 11. 1. 16.

4. Bl. 3. 1.
State 6. 1. 6.
Thack. 1. 1. 150
Lyer 4. 1. 1. 300
Lyer 4. 1. 1. 300
Lyer 4. 1. 1. 300

1. Bl. 15.
3. Bl. 15.
Thack. 1. 1. 150
Lyer 1. 1. 1. 300
Lyer 1. 1. 1. 300
Lyer 1. 1. 1. 300

Public Schools

In the robbery, the prisoner was an accessory
in law, it is necessary that the accused
be committed. But to place it on a com-

mit a felony or a crime, and other of
kinds, is a necessary consequence. The crime
is not actually committed.

2. First 50
3. Second 40
4. Third 30
5. Fourth 20
6. Fifth 10
7. Sixth 5
8. Seventh 2
9. Eighth 1
10. Tenth 1

If the stolen property before the act
was not an accessory in crime.

1. First 50
2. Second 40
3. Third 30
4. Fourth 20
5. Fifth 10
6. Sixth 5
7. Seventh 2
8. Eighth 1
9. Tenth 1

It is not necessary that the stolen property
be actually committed. The prisoner having the in-
tention of committing the crime.

1. First 50
2. Second 40
3. Third 30
4. Fourth 20
5. Fifth 10
6. Sixth 5
7. Seventh 2
8. Eighth 1
9. Tenth 1

The law concerning the intention of the
prisoner is said to be only a necessary condition
which is furnished by the law. The intention
is not necessary. It is a general rule that
the intention is not necessary.

1. First 50
2. Second 40
3. Third 30
4. Fourth 20
5. Fifth 10
6. Sixth 5
7. Seventh 2
8. Eighth 1
9. Tenth 1

It is not necessary that the stolen property
be actually committed. The prisoner having the in-
tention of committing the crime.

1. First 50
2. Second 40
3. Third 30
4. Fourth 20
5. Fifth 10
6. Sixth 5
7. Seventh 2
8. Eighth 1
9. Tenth 1

Public Wrong

But a wife is secured in a sister's son
 no longer (at present) tho a felon: for he
 is presumed to act under his coercion.

But no other relation serves: 4. gr. Pa-
 rent child, master &c, and even a husband
 cannot in such cases be regarded as his wife
 a felon. I am in undisturbed receipt of a
 copy to the principal, tho' he was
 accessory to me in sufficient. Mr. J. D.
 published in the Standard.

It is a general rule of the law that
 accessory suffers the same punishment
 as principal, but accessory after the
 fact, as seen in English Statute, is allowed
 the benefit of clergy in most cases.

It was formerly held that a man who
 enters into a contract is compelled to answer
 tho' the principal was attainted: this
 rule is however somewhat relaxed, but it
 is still held that he cannot now, except
 if he be tried or if he secure it before
 the principal is attainted - or unless the
 principal

Public Wrongs

That the prisoner is guilty, is necessary, will not support an indictment against him as Principal - 2d. May's

The indictment against one as accessory need not state that the principal was

indicted the offence. but it is sufficient

to state that the principal was convicted

as to those to charge the prisoner as

accessory. Yet the accessory on his trial

shall be after the conviction of the

Principal. In an indictment the latter

shall either be tried at first or last

to be away when both are tried together

See also, in of Prison, in General

view of Particular Prisoners and

of Felony.

Felony, any offence, which according to

the law, is a capital offence, or

is a felony or both - the term is general

ie. not signifying any one specific

violation of law. but a class of offences

as Murder, Manslaughter, &c.

The

word

4. May 165.
1. 2d. May 165.
2. 2d. May 166.
Further 2d.

2. 2d. May 166.
L. 17. 324.
Further 17.
383.
2. 2d. May 166.

2. 2d. May 166.
504.

Public Wrong

would not necessarily make any crime,
but the general consequences of certain
crimes, it was synonymous with the
gesture of a "felony" or "crime" afterwards.
Hence it was used to signify the felony con-
sisting in the gesture, and by an easy
distinction to make offences involving the
gesture of a felony only.

1. Law. 99. Treason is strictly a felony because it
4. Law. 99. 5. is a felony and was originally
3. Law. 13. comprised under that name. But this
is not classed by itself as a crime stand-
ing alone by general usage.

Capital Felonies, is not necessarily
a consequence of felony. The at least al-
ways murder said - by law - Murder
Homicide by chance, murder - and capital
law. So, on the other hand there are
some offences capital which do not
amount to felony. E. Barry at Con.
law - standing murder, when arranged
on indictment, all felonies which
are

Public Works.

are punished with death with a forfeiture of all lands in fee-simple, and of goods and chattels. Statute of goods and chattels only. 4. Bl. 174. Co. L. 391. 4. Bl. 38. 5. 387. 1. Bl. 279. But, by general usage the word "felony" is now made to include a capital crime - and indeed to include 4. Bl. 38 all capital crimes below treason.

Hence if a Stat. create a new felony, the
 law implies, that it shall be punished
 with death as well as forfeiture. - On the
 other hand if the Stat. annex explicitly
 capital punishment to any offence, that
 offence is an indication felony. But if
 a Stat. prohibit, an act "under pain of
 forfeiting all he has" it is not a crime
 whether it or no offence is made felony
 by "statute and ambiguous words"

Things which in England some people
here might be in some other places
the architecture and the people in some
places in the United States say in the
Middle West.

Public Works

is extended in case of Clergy's offences

to the persons whatever, reading or an

But common persons are in the

Henry 8. burnt in the hand or whipped

or imprisoned - or suffer some other

inferior punishment But later years

are freer are not to be used

But the persons are entitled to it but

once. There is often another offence

as often another offence is committed

It is a nuisance in and particular to

long the offence is discharged. Hence not

only of that but all clergy's offences

before a committee

At present in England Clergy are

in all colonies whether by the

or by the law of the colony to be

away by act of Parliament. Benefit of

clergy is formerly followed in England

the clergy plea is but it is now usually

and by a judgment after conviction

the clergy in fact

11th 248 219
11th 219

11th 219
11th 219
11th 219

11th 219
11th 219
11th 219

11th 219
11th 219

11th 219
11th 219

Public wrong.

of Homicide

Homicide is the killing of any human creature. It is a crime. It is a crime of the highest kind.

Of homicide there are three kinds
1. Justifiable homicide
2. Excusable homicide
3. Felonious homicide

1. Justifiable homicide. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind.

Homicide therefore is a necessary crime. The first kind has no guilt. The second is little more in judgment of law, and only a nominal punishment. The difference between the two is, must be criminal.

2. Excusable homicide. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind.

Justifiable homicide. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind.

3. Felonious homicide. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind.

The law never requires the act to be done. And it must be done by the person seen. It is a crime of the highest kind. It is a crime of the highest kind. It is a crime of the highest kind.

Wells

Public Morals

wantonly kills, a person attainted &c:
it is murder. The officer himself is
executing the sentence of death, must
pursue the sentence: otherwise he is guilty
of murder. Ex. Beheading on horse
back, or vice versa - The sentence must
be by a Court of competent jurisdiction.

Ex. If the Court of Com. Bench in Engl.
or Com. Pleas in Conn. give sentence of
death in a prosecution for a crime, of
which they have not cognizance and
it is executed; the officers who execute
and the judges are guilty of murder.

But if the Court has cognizance of the
offence and has sentence of death, when
the offence was not subject to it: the
judges only and not the officer are guilty
of this, and are non perjur.

Ex. Homicide is punishable in certain
cases when committed for the advance-
ment of public justice. Ex. An officer
in making arrest, a legitimate case.

1. Bl. 149.
2. Bl. 674.
3. Bl. 689.
4. Mich. 131.
5. Mich. 136.
6. Mich. 138.
7. Mich. 140.

1. Bl. 149.
2. Bl. 674.
3. Bl. 689.
4. Mich. 131.
5. Mich. 136.
6. Mich. 138.
7. Mich. 140.

1. Bl. 149.
2. Bl. 674.
3. Bl. 689.
4. Mich. 131.
5. Mich. 136.
6. Mich. 138.
7. Mich. 140.

1. Bl. 149.
2. Bl. 674.
3. Bl. 689.
4. Mich. 131.
5. Mich. 136.
6. Mich. 138.
7. Mich. 140.

July 17, 1894

Dr. 474
1891
1892
1893
many other cases, under the name of
wheat or oats or barley or
3. Hemlock is poisonous to horses
and sheep and strains them.
The

—

1. 1881. 1.
 2. 1881. 1.
 3. 1881. 1.
 4. 1881. 1.
 5. 1881. 1.
 6. 1881. 1.
 7. 1881. 1.
 8. 1881. 1.
 9. 1881. 1.
 10. 1881. 1.

1. 100 30
 2. 100 50-1.
 3. 100 30
 4. 100 50
 5. 100 50
 6. 100 50
 7. 100 50
 8. 100 50
 9. 100 50
 10. 100 50

1895

Public Wrongs.

the homicide is just.

A woman may lawfully kill any man who attempts to violate her chastity, and her husband or parent is bound in such the same thing. In many cases, these persons

Testes 217. Justified, even if the homicide be
self-defence.

Thence, 158. A justification on the ground that it was
right to prevent the commission of a crime,
which would be capital, is sufficient.

Thence, 158. A justification on the ground that it was
right to prevent the commission of a crime,
which would be capital, is sufficient.

Justifiable homicide, is not homicide
at all. The very term imports that the
act is not a crime.

II. Excusable Homicide

There is a small distinction between this
and justifiable homicide. The one is
just; the other is excusable. In one there is
no degree of guilt; in the other a slight
degree.

Public Wrongs

degree merely. Possible homicide of
two kinds. 1. Homicide by misadventure
two. 2. Homicide a principle of self defence.

The first is merely involuntary, it is a
mere accident. The second is volun- 1. Homicide M.
tary, but committed, under such circum- 4. Homicide M.
stances as in contemplation of law con-
stitute a crime.

1. Homicide, by misadventure, is when
one in doing a lawful act, without any
intention of mischief involuntarily kills
another. It is necessary that the act be
lawful. It has been decided that where

one is riding in a cart voluntarily striking
another by which means the horse runs
over & kills him & the rider is
guilty of homicide by misadventure.

It is not necessary that the rider is not the agent to cer-
tainly is sufficient. It is a breach in some
way or other in a lawful manner.
It is not necessary that the rider is guilty in the

Foot 213.
Homicide M.
4. Homicide M.
4. Homicide M.

Public Wrongs

grounds of the beneficence of the act. Is it
wider and more to be feared and more
But the rule is not to be applied to
one where the act is not intended
in a life where the punishment is in
fact with an instrument dangerous
being the life of the person so injured
that it would be murder. To show
a Blacksmith's accident his attention
with a bar of iron in consequence of which
the latter died it was held to be murder.
But if death accidentally comes in the
sequence of an unlawful act the author
is guilty of manslaughter at least, and
in some cases of murder. According to
the law the unlawful act, must be
malicious, or at least recklessness, or
negligence, and it is to be shown there was
some intention to kill, or if the un-
lawful act is a trespass the homicide is
manslaughter. But if it is felonious it is
murder. If one unintentionally kills
another

Public Wrong

another in the execution of a malicious
deliberate design, with an intent to de-
stroy him, but he is guilty of murder
and not of manslaughter. In the last
case, it is to have been done intentionally.

1. If the
intent is
to kill
the
victim.

But in general if homicide comes
from any unlawful act which sur-
rounds the death, it is not a case
of murder. For example, if a man is
killed in a fight, and if one in doing a more or
less without any intention to kill, if the
act is to be considered homicide
it is manslaughter if death ensues.

2. If the
act is
to be
considered
homicide.

But if the death was occasioned in some
guilty act, it is not a case of murder or
manslaughter. It would then be homicide
by misadventure. Here the act is lawful,
but in the former case, it was unlawful.

3. If the
act is
to be
considered
homicide.

2. Homicide is excusable when a principle
of self defence. This happens when
one is in a sudden affray killed by the
other in his own defence. This is excusable homicide.

3. If the
act is
to be
considered
homicide.

Public Morals.

1844 1845
 1846 28
 1847 29
 1848 108
 1849

justifiable. The case is the case, however
 in a grand distinct form but in the case
 of justifiable homicide. This is not to be
 read a capital crime attended with pain
 but the preferred one's own life. It would
 appear to have been the only probable means
 of preventing the loss of life or of escaping
 from great bodily harm in order to secure
 it. The rule requires us, that the assault
 should be a violent one, and that the party
 assaulted should be in imminent danger of
 losing his life or of receiving great bodily
 harm. Hence if the danger does not exist
 the homicide is not excusable. If, of the par-
 ties, one equally capable of answering and
 defended and is not found in killing, the
 other. The distinction between one species
 of manslaughter, and this species of homic-
 ide is now difficult and doubtful. But
 the true criterion seems to be this, that if both
 parties are actually fighting, when the
 blow which occasioning death is given, the
 slayer

Public Wrong

A man is guilty of manslaughter. He is
 of the party who commits the homicide.
 He is not before the fight, or having be-
 gun seeking any further struggle, and
 afterwards, being closely pressed by his an-
 tagonist, he has to save his own person
 from this homicide, he is responsible upon the
 principle of self defence. This is not a
 legitimate murder, but not since, since
 he knows of no other. According to the
 old opinion, it is immaterial, whether
 the party appealing or the party applied
 commits the offence. But it is now set
 down that the party making the attack, cannot
 excuse himself if he takes the life of his
 antagonist during the affray -

If the appellant is armed, with an intent
 to kill, but the appellant is beaten and flies
 and is pursued by the other party, and then
 turns on him and kills him, he cannot excuse
 himself. If two persons agree beforehand
 to fight and one is injured by the other, and

Inst. 279. 277
 Hale 51
 1. Hale 51
 4. 4. 184.

3. Hale 179. 51.
 1. Hale 113.
 1. Hale 479.
 Hale 58.
 Inst. 271. 278.

Hale 113.
 113.
 Hale 53. 118.

Hale 113.
 113. 1. 113.
 Hale 113.
 Hale 113.

London 1870.

fully being, it is a record, or record of the
previous outlets, which -

It is not to be understood that the rule
 extends to those cases where the agreement
 to fight under the actual fighting, is done
 at one and the same time: i.e. executed
immediately - for here is one act of passion.
 - But it only extends to those cases where the
 agreement to fight was made at one time
 and the fighting actually took place at another.
 It may here be observed that in a
 duel the honour of the party killing is
 guilty of murder, and the honour of the
 party slain is guilty of a high crime -
 murder at law. This cause of self-
 defence stands in the chief and natural or
 civil relations. Thus a husband is excused
 for killing one who assaults his wife. So of
 master and servant. Also any stranger
 may take the life of the assailant, if there is
 danger of a capital crime, being committed.
 The killing of an officer who is at
 law.

Public Wrong

attempting to arrest a man well known
 since the man killing. An officer if
 the process is illegal, he cannot be legal
 and good in the face of it. An officer
 is justified in executing any process
 which is legal and good in the face of it.

The excuse of self defence, cannot always
 be given in evidence, under the general
 law. Manslaughter is said to
 have been antiently punished with death
 but this is denied by numerous authorities.

Antiently it was punished with a fine
 of years and chattels - It has always
 been held that the party convicted of
 manslaughter is entitled of course and
 of right to pardon and restitution of goods
 and in England the Judge generally tells
 the Jury to acquit. This species of homicide
 is not a crime of accusation because
 it is not felonious.

Public. Prange

Felony Homicide

Felony Homicide is the killing of
any person being without any justifi-
cation or excuse. The definition follows
from the definition of homicide.

Felony homicide may be committed
by destroying one's own life, or that of another
person. 1. He who but an end to his own

Pl. 31
2. Pl. 182
Pl. 32

life is called a felon. And a felon
is one who deliberately but an end
to his own existence or commits any un-
lawful act the consequence of
which is his own death. If one commit he-
ricide, another to kill himself and be dead,

Law

the former is a murderer and the latter
is not a felon. Every person in or

Pl. 32

out to be a felon must be of years of
discretion and in his right mind, else it is
no crime. Self-murder admits of

Pl. 189

acceptance before the fact but none after.

So one who persuades another to kill himself
is an accessory. For the same of a man the

Public Wrongs.

it is provided, that a felo de se, have an ignominious trial, and that his goods and chattels be forfeited 1 Hale 117.

1. Hawk 103. Hawk 104. 2. Hawk 103. 1. Hawk 103.

2. The second kind of felonious homicide consist in killing some other person without justification or excuse, and is either with or without malice and this division alone creates the crimes of Murder and Manslaughter. The specific difference is, that the former is with malice the latter without malice. By malice is meant, not only ill will, but any unlawful or wicked motive.

1. Hawk 103.
2. Hawk 103.

Manslaughter is the unlawful killing of another, without malice express or implied and may be either voluntary or involuntary. There can be no accomplice in this crime before the fact because it is not premeditated, but there may be an accomplice after the fact.

1. Hawk 103.
2. Hawk 103.

1. Hawk 103.
2. Hawk 103.

1. Hawk 103. Manslaughter.
2. Hawk 103.

Public Men and

If the person offering a challenge is not
 fight and and kill the other the offence
 is not a manslaughter - But if he is
 a challenge given by a party and a
 combat by the other they go out in a
 fight & fight and one is killed it is in
 manslaughter. But if after the
 challenge is given the parties do not fight
 in a combat, it is not an offence
 at all of homicide in the case if one should
 be afterwards killed in consequence of
 such a challenge the offence is murder.

If a person is attempting to part two, two
 persons who are fighting, is killed by one of the
 parties, the offence is murder, (provided)
 that the party had a time, he interfered to
 quiet the affray: but if he had no such
 notice the offence is manslaughter

If a person is greatly provoked by the
misconduct or abuse of another, as by ha-
ving his wife polluted or his face shot into
and he sincerely feels he wronged, the

Public Wounds

Hence is manslaughter. This is a sudden
 revenge and we must proceed from man
 kind's affection - But if there should
 be sufficient time elapsed for the hap-
 piness to subside and he should then kill
 the wrong doer, the offence would be mur-
 der - for here would be realised afore-
 thought. The above rule is not univer-
 sal. For tho he executes his revenge im-
 mediately, but still with a manifest in-
 tention to kill, with so great bodily harm
 the offence is murder. As tying a log to
 a horse's tail, by means whereof the log
 was killed was held to be murder. For
 here there was a manifested and deliberate
 intent to kill - If a husband sees
 a man in controversy with his wife, and
 immediately kills him it is manslaughter
 for: but if he delays it for a time, suffi-
 cient for the passions to abate and then
 kills him, it is murder.

Kelly 35.
 1st ed. 499.
 1st ed. 125.
 1st ed. 294. 8.
 310.

1st ed. 499.
 1st ed. 125.
 Kelly 35.

1st ed. 486.
 1st ed. 212.
 4th ed. 125.
 Kelly 35.

It is to be observed that controversy means an
argument

Public Wrongs

insulting gesture, or breach of engagement
or perhaps on land is never sufficient
provocation for sudden killing; and in
such case the offence is always murder.

But if on the other hand when a person
has been provoked to kill, the party who
has provoked the other used in such a
manner that it is apparent he intended
to kill, or to cause grievous bodily harm,
then the offence is manslaughter.

It is said very generally in the
law that if a sudden affray between two
persons, the focus of B. suddenly intends to
kill, it is manslaughter. This rule
must, however, be understood
with some restrictions, for if he should en-
ter into such a quarrel, or otherwise
in such a manner, as indicates
an intent to kill, the offence, it would
be murder. Manslaughter, in a sudden
provocation differs from a lawful homicide
in this, that in the one case there is an appa-
rent necessity for self preservation to kill
the

Public Nouns.

the aggressor, and in the other there is no necessity at all, it being a sudden act of revenge.

Of Voluntary Manslaughter

This as in homicide, is always voluntary or unintentional, but comes in some unlawful act which it is, said by many writers must be unlawful in fact. Pent. 820.
Fist 258. 261.
4. Pl. 103

If one occasions the death of another, by an act which is unlawful prohibited, the act is the same as if the act was not prohibited at all, but lawful. Pent. 820.
Fist 258. 261.
4. Pl. 103

But if the act is lawful, and the death comes in an unlawful manner, and is not caused, it is manslaughter. So, throwing down a piece of timber in a city where people are continually passing, without taking necessary caution. Pent. 820.
Fist 258. 261.
4. Pl. 103

But the voluntary homicide comes upon the wing of some unlawful act, yet it is not to be presumed that homicide follows upon the commission of every unlawful act.

Table 10

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unlawful act is manslaughter. If it be
in the perpetration of any felonious intent
or in the commission thereof, the finding
to show there it will be murder. If
no more was intended, than a civil trespass
it will be manslaughter. But Judge
Chase remarks that the distinction is some-
times difficult for a jury. If a man strikes
at his neighbor's head with intent to kill,
and then goes still and accidentally
kills a person it will be manslaughter.
but if he strikes at them, with intent to take
them & kill it would be murder. This is
wrong as there was no evidence of a felonious
intent in the latter case. And there was in the
former. "And thus the law is not"

"Arctostaphylos subsp. nov."

Des. vestitus *Acetab. acutifrons* L. Es.

1870

It and laughter is a felony, but it is a
 forgivable one - the offence is pardoned
 by a signature of his name and initials
 and suffices by way of communication from
 official punishment, a turning in the
 hand

Public Stripes

laws, whippings, &c. to the manner of
allowing slaves, the prisoners, always prays
it in open Court in Cases voluntary
manslaughter, is punished with forfeiture
whipping, branding &c. and it has been
here decided that involuntary manslaughter
at law is only a high mis-
demeanor and that it is punished at Com.
law as such.

2. Murder. The most species of
felonious homicide is called murder.

This word, was anciently, used in England
to denote the secret killing of another.

But now it is now defined by the 9th
Edw. 1. to be, when a person of sound me-
mory and discretion unlawfully killeth
any lawful creature in King and com-
mon the King's peace with malice afore-
thought either express or implied. This
definition of murder embraces various
cases, and it is to be noted that it would be
fine murder to be the unlawful killing

Political Morality.

If any person acts with malice
for the sake of other people's welfare."

Mr. Bentham supports the proposition he has
just made to be a virtue and the virtue being
the subject of the definition will
be considered. It is a person of
the 17th century, and sometimes in the
middle of the century. He is always
in the middle of the century. He is of good
memory and good nature.

2. "Necessarily, the virtue" The virtue
consists of the act of the virtue
being without warrant or excuse. The virtue
being virtue must be an act of virtue. The
act of virtue with an intent to kill is not virtue
but a high misconduct. The act of
directly taking away the life is virtue
within the rules but not virtue of which
the probable consequence is virtue is within
the virtue. The virtue is virtue with
virtue is within it. The virtue is virtue
of virtue. But the virtue is virtue and
virtue.

Public Works

intended to extend to all. It is where we
are natural. I, carried out his spirit, full of
of his will in a very cold manner,
which occasioned his death. This was kill-
ing within the definition. It is where a
woman left her child in the hands of
thieves to death and it was killed by a
knife. He was guilty of murder. Another
case is where a man officers carried a
child from Paris to London by which
means it died. If a child having a
disease to have an infectious disease, but
and then he comes into the house and by
which means he dies. This is murder. It
killing within the definition. It is if a man
who has a beast accustomed to his service
and he permits him to go at large and
he kills a person. The owner is guilty of
murder. It is and if he keeps him long
enough in a pen to let the beast be angry
or he kills and makes what is called a
spontaneous death. It is murder.

Public wrongs

1. Jan 3. 17.

2. Jan 11. 17.
3. Jan 12. 17.
4. Jan 13. 17.
5. Jan 14. 17.

A person may be deemed guilty of a crime long before the immediate act is done. You know as when he inserts a needle in his brother. It is not sufficient whether he has false intentions, yet whether with an oblique intention. Design to take away his life. Is that the innocent person is one who does not intend to kill another.

6. Jan 15. 17.

In England it is generally held that whose we shall hear false intentions, yet another and on purpose to take away his life. That he promises with death, and that the innocent person is another innocent man. Executed. If a physician and

7. Jan 16. 17.
8. Jan 17. 17.
9. Jan 18. 17.
10. Jan 19. 17.

Surgeons administer a poison or apply a blister, which occasions the death of the patient, it is homicide by misadventure. But it has been said that if a "doct" had administered he would have been guilty of manslaughter. That this is not correct to be said. The term can be applied to have killed another unlawfully. That

Public Manners.

Death sentences within a year and a day,
after the wound is done. In some instances the
time, the whole day, in which the wound is
done is the limit. I have seen many. 18th 1844.

But of the day. Die within the time it is
an excuse for the physician to say that he
might, have recovered, if he had got pro
per medical aid. But if we give our
best a wound not mortal and the
person is killed in consequence of the del. 26.
medical advice or application, the del. 20.
person who gives the wound is guilty of
murder. A person indicted for the
act of killing, cannot be convicted upon
evidence of a totally different kind, a del.
and if a person is indicted for poisoning,
and convicted by evidence of that
kind, it is a del. But, when they
only differ in circumstances, as if a wound
be given with a sword, but is alleged in the
indictment to have been given with a
butcher's knife, difference is immaterial.

Null in Name is

and the answer will be that the answer
 must - If it is intended as a Chinese
 that is the first degree and it is a kind
 of answer that in the answer you may have that
 it is answer to the question - It is not that
 it is principal but in the 2^d case answer
 is the first, the indication is the first
 answer - It is said that as a general
 answer to the question that the answer must
 state that the person gave the answer
 a mortal answer or bridge - But it
 could be answer, but it is only an
 answer, which is given as an answer, and it
 is the answer in which there is a free answer
 and a person, &c.

The next branch of the question of answer
 given by two is the question of a
 matter of fact and under the "single answer"
 the answer and answer are therefore with
 in the rule - Indeed, the holding of any
 law, but an alien enemy in time of war is
 a killing within this rule.

Public Wrongs

"In being" born, no person can be killed
unless in being. So killing an unborn
child is not murder for it is not in being
for this purpose. But it is so considered for many
other purposes as to take by statute. Hans. 121.
Pl. 198.
C. 655.

But killing an unborn infant is a great
misdeed. But, if the child in the
womb supposed, is born and dies of the
wound received in its mother's womb, it is
murder. But the death in this case must
happen within a year and a day from the
time of the injury received.

"A reasonable creature." By reasonable
is here meant "human". For a creature has
no reason and yet it is not lawful to kill
him. If one commands another to kill a
man unborn and the child is killed of
his own accord in pursuance of the request
he is an accessory. Hans. 121.
Pl. 198.
C. 655.

There is no species of murder distinct from
all others in the rule of evidence created
by statute. It is provided by Stat. 21 Geo. 3.

Public Morals

May 1844
 1844
 1844
 1844

C. 27. That if the mother of an illegitimate
 male child, should endeavor to conceal
 its birth by burying it secretly, she shall
 be presumed to be guilty of murder, unless
 she can prove by one witness at least that
 the child was born dead. But this statute
 apprehends that if late years it has been
 usual in England, when buried for lack of
 space to require some sort of presumptive
 evidence that the child was born alive
 before the law constrains presumption is
 admitted to convict the mother.

There is a Stat in China which provides
 that in such cases the woman shall be
 put upon the gallows with a rope round
 her neck for a certain length of time
 the word claus of the definition is with
 "malice aforethought" - This malice afore-
 thought or as it is termed malice afore-
 thought is the grave criterion which dis-
 tinguishes murder from every other species
 of homicide. This malice is contemplation

Public Wrong

One of the laws is every civil wrong, the vice
of a wicked, depraved individual,
must be set right. It is not merely the
will of the people. See 35th Feb. 1856 at 136.

It is frequently said even in the books
that the Court and the Jury are the
judges of malice: but the reasoning of this
is that the Court are to determine from the
facts given by the Jury, what amounts to
malice, or what is law constituting malice.

1st 346.
2d 346.
3d 346.
4th 346.
5th 346.

The Jury are to find whether the fact is
one upon which the Court are to determine
whether there was or was not malice.

Malice is either express or implied.
It is said to be express when one makes
acts, an enemy to all mankind. To if
a man should discharge a ball from
a pistol among a crowd of persons.

1st 346.
2d 346.
3d 346.
4th 346.
5th 346.

If one kill another in a deliberate and
deliberate manner, by express malice.

1st 346.
2d 346.
3d 346.
4th 346.
5th 346.

In a duel, it is no excuse for the party
killing to say that he accepted the challenge.

Congo

Public Works

longe reluctantly: as that he was first
 teacher. For there is a deliberate and
 former wife either to take or a great
 body have. To see the person of the
 person who had another in a suit is quite
 a matter of course.

2. Post. 381. Giving a challenge is a high misdemeanor in England; and in France, so also by Stat. If a person upon no provocation at all, or upon a very slight one, attacks another and kills him, he is guilty of murder by malice aforethought.

Sept. 258.
1762 194

1861
 1862
 1863
 1864
 1865

2009. 5. 16
1800. 123

Public Wrongs

he is guilty of murder, by malice express
and not of manslaughter

2. Malice is implied, when the killing
is in consequence of some unlawful act,
which was intended entirely or primari-
ly for some other purpose, but which
kills the person slain. As where a man
discharges a ball at a fort with in-
tent to kill and that it kills it.

The unlawful act in this case, must be a
felony, in order to constitute it a murder.

What Quinto defines, express malice to be,
that which is in point of fact concurrent
with the act of killing, and implied
malice, to be that which coincides with
the act of killing, only by imputation of
law - is by a legal fiction, and not in
point of fact. If one kills an officer
in a struggle to execute arrest he is
guilty of murder by implied malice.

Is it in the law can it be said that
the principle was said. Nor is

Thorp. 116.
2. Co. 81
Felt. 241
Holt. 436.
144. 4. 5.

Lockhart
Felt. 24
1. 1. 1.

Public Warrants

the officer obliged to inform him, for what
cause he is arrested. There is no exception
A public officer is never bound to show
his warrant, but in case of a private one
as one specially authorized the rule is
different. he must produce his warrant.

And it has been decided in the Court of
King's Bench that when one purports as an
officer, endeavoring to make an arrest,
the magistrate is not bound to show that he
was an officer, but that he was acting as
such.

All homicide crimes facio
voluntarius. If there is anything in
the circumstances of the case which miti-
gates the offence, the accused must take
the burden of proving himself to have this
mitigation. It is not incumbent on the prose-
cutor to show, i.e. to prove any thing but death.

It follows then that all homicide is vol-
untarius and of course, a murder, to be proved
unless it is then justified by the circumstances
or exemption of the law. If then you see

18th Nov 21
2. 6. 55 48
1st 134
21. 58

17th 146
2. 6. 55 48

18th 146
1st 231
21. 58

Public Works

on the ground of accident or self preservation
then or it then allocated into three
slughters by being either the involuntary
consequence of some unlawful act or of
voluntary, occasioned by some sudden
and violent provocation.

The punishment for murder is death
This was formerly a clergyable offence
but now, by the Statute of 1704, the
Clergy is taken away from murder &
the Statute of 1704, provides that the
death shall be awarded to a capital
crime after the fact. The punishment is
the same in both.

The sentence of the Court in the case of
murder is "and in such capital felony, &
that the person be hanged by the neck till
he be dead, dead, dead."

If a woman be condemned, when they
have execution shall be stayed till after
her delivery, but not more than in the
County. He should be placed in a
prison.

Pollie Meadows

distance. He speaks of a common law
murder committed by his death

to the 10th of the 11th

There is a species of murder, more highly
L. 11. 100 atrocious, than ordinary murder which
T. 11. 100 is called "Petit Parole" because it involves
a violation of private allegiance: it is
nothing more than murder, and is called
"Petit Parole".

It is a species of murder, more highly
atrocious, than ordinary murder, which
is called "Petit Parole" because it involves
a violation of private allegiance: it is
nothing more than murder, and is called
"Petit Parole".

to the 10th of the 11th
L. 11. 100
T. 11. 100
to the 10th of the 11th

a servant killing his master a wife
her husband or an ecclesiastic his su-
perior. The killing must be such as

11. 100
to the 10th of the 11th
L. 11. 100
T. 11. 100
to the 10th of the 11th

it is homicide. Petit Parole homicide
includes, murder. but murder, the act
always includes Petit Parole.

If a wife accuses a person, to murder
her

Public Wrongs

her husband; she is guilty of murder, as an accessory - Dec. 142. 1 Hawk. 132.

The murder of one's mistress, or master's wife, is petit treason - So also the murder of a master, by one, who has formerly

1 Hawk. 132.
Plow. 86.

been a servant is petit treason, if the design was formed, while he was a servant of the

1 Co. 99.
4 Geo. 248.
Plow. 280.

master - But the murder, of a father, by his child, is not petit treason, unless the child is, by plausible construction of law the servant of the father - If the child is emancipated or is 21 years of age, the

1 Hawk. 32.
1 Hawk. 132.

murder will not amount to petit treason unless he makes a new contract with the father to serve him - Petit treason was formerly a clerical offence: but the benefit

1 Hawk. 32.
4 Geo. 248.

of clergy is now taken away from it, and also from accessory, after the fact.

The punishment is capital to the same as murder - In an indictment for petit

1 Hawk. 32.
4 Geo. 248.

treason a man may be acquitted and then be convicted of murder.

Leach. 299.

Public Manner
Persons.

When is the malicious burning the
house or out-house of another man
not only the dwelling house merely, but
all other out houses, which are parcels of
it, and are within the same enclosure also
subject of arson. And it seems that at
law a barn filled with corn is a
subject of arson, tho' they would not be
within the definition. But a stack of
corn is not a subject of arson.

The burning a frame of a house, is not
arson, because it is not within the mean-
ing of the word "house".

A Prison is a subject of arson: it
must however be described as a dwelling
house, belonging to the Corporation, to which
it does belong. It is said in most of the
books that arson may be committed by
burning one's own house, if another house
is burnt in consequence thereof. But it is
clear, that the burning one's own house is
not

Public Manners

not arson. The offence in this case consists
not in burning one's own house, but in
burning that of another - no matter what
means are used. That, the burning one's
own house cannot be arson not only appears
upon principle, but from authority which
is settled: for it is clear, that if one, seized
in the possession of a house burns it, and may
not burn any other house, and
his he is not guilty of arson. It would
likely, it to be clearly settled, that if one, sei-
zed in the possession of a house
in an act, burning it, even with an intent to
burn another man's house, but in fact, burns
his own only, he is not guilty of arson.

2 P. 411.
1 P. 416.
1 P. 417.

1 P. 417.
1 P. 418.
1 P. 419.
1 P. 420.
1 P. 421.

But the modern cases go still farther.
For it is said if one in possession of a house
under a lease agreement, for a lease for
years, that he has no lease, willfully and
intentionally burns it, still he is not guilty
of arson. So also of tenancy from
year to year. But the burning of one's

Lease. 2 P. 417.

Public Wrongs.

The burning must be a willful and malicious one. If then we burn the house of another thro' negligence or accident, he is not guilty of arson but is liable similarly only. Arson is a Common Law felony punishable with death: it is not a clergyable offence, and was not so at Common Law.

495.
 1st bank 559.
 2nd bank 559.

4. M. 221.
2. Thawing
S. 70

Benefit of Clergy, is also denied to receive
even under the fact. but not to those after.

Under the statute law of Penn. if a person of
16 years or over committed a crime, he is, punishable with death,
or with death, if triglyceride or beyond help
then to the life of any, the same. This is too
vague an expression, and the Law Death
whether the body, would give any construc-
tion at all to it, unless the party received
some great corporate harm or injury.

But Guilt presumes if a person under the
age of 16 should commit arson, and the
justice or hazard happen to the life of any
individual person, he would be punishable
for a first offence. The Stat of 1861

1890

John H. H. H.

also provided that if any male person of the
years of age or over committed an offence
or imprisoned or detained in the custody of
any person the offender shall be confined
in Newgate for a term not exceed-
ing 7 years: but if a female she shall be
imprisoned in the work house or Jail.

the - I saw nothing as to the age of
the but the date of record it is to be
understood to be the same as usual.

England.

Burglary is the offence of breaking into the dwelling house of another in the night season with an intent to commit a felony. In this definition, should be included a Church, and the walls of a Town which are now subject of felony.

When the building is a private one it is necessary to prefix the word "Mansion," but it is not necessary when a Church, or the walls of a town are broken upon.

128.

Public Woods

The term "manoir-house" includes all out buildings which are parcels thereof or within the curtilage or house shall

4. M. 250. Sect 35. Vol 4 27. 59. 12.

The curtilage is that portion of ground which is enclosed with the manoir-house. Sect 35. Vol 4 27. 59. 12.

by an outer fence, or is connected

with it by a fence. A single room

may be considered as a manoir-house if the owner or rather landlord occupies it and enters at a different door from that at which the majority of the

rooms enter. But if the owner occupies it and enters at the same door it is but one manoir-house. It seems that a manoir-house is one in which a person

lives and dwells and the lodging made in the dwelling-house. Lodging is used

here to make of a manoir-house, for the purpose of dwelling. Hence an uninhabited house cannot be the subject of

lodging. If the owner leave a house to

be let out as a dwelling-house, it is but one manoir-house. It seems that a manoir-house is one in which a person

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lives and dwells and the lodging made in the dwelling-house. Lodging is used

Public Morings

Burglary may be committed, in any
shop, where goods are deposited. It is no ven-
er, lodge, in it or can did. Upon the con-
struction of this the Court of Common have
gone great lengths. It has been decided by
them that breaking open a Bedchamber
the box of a shirt, and a postbox
which were all burglary. Now Mr. Gould
observes these are not subjects of burglary
going upon the ground of this construction
you may make, the breaking open a
house which contains nothing but one
shirt burglary. By goods means any are
most as the Court observe, such as
are intended for sale or traffic. These
things should be used in the same man-
ner, in which Merchants use them.

The Law requires that it should be
a man's house therefore you cannot
make the owner in the indictment.

"In the night season" It was formerly
held that from the time the Sun went

At 11.15
the 13.

Lord C.

Public House

From all these facts we might
conclude to believe it necessary the time to
leave the house and morning daylight
and if there is a house at daylight as
the house is always occupied the same
house is not occupied.

The definition requires the "entry" of
the house as well as the breaking there
for entering without breaking, or break-
ing without entering is not within the
definition. But it is not necessary, that
the breaking and entering should be at
one and the same time. From the break-
ing may not only be the breaking open
of the house but also by lifting a latch pick-
ing a lock or planning a fastening of
any description whatever. This will be
breaking within the definition.

And it is settled that any entry through
a chimney is a breaking within the defi-
nition. For this is as much as if the
structure of the cage will admit of.

Public records.

But the breaking open of a door, just
before entering the house, does not constitute
a burglary. *10 Ann. 188. 10 G. 2.*

But the breaking open of an inner door
is sufficient to make it burglary.

*20 G. 2. 100.
10 Ann. 188.
10 G. 2.*

If one assaults a house with intent
to get in, and the owner, strong the door with
intent to resist him, and he thereby
enters, the breaking is burglary, because

*10 Ann. 188.
4 G. 2. 100.
10 G. 2.
10 Ann. 188.
10 G. 2.*

the breaking was occasioned by a felonious
intent. Whether the breaking and of a

house is within the law is not settled by
the law, but is determined by a Statute
of 10 Ann. 188. is declared to be within the
definition. There is no such Statute in force.

*10 Ann. 188.
10 G. 2. 100.
4 G. 2. 100.*

An entry procured by fraud is burglary
as much as the one procured it by

force. If it be of a house, and
the house of burglary, and if it be a house

*10 Ann. 188.
10 G. 2. 100.
10 Ann. 188.*

place, the inner door cannot be
opened, it is settled that if a person

*10 Ann. 188.
10 G. 2. 100.*

enters the room of his master or wife,

Other

Public Manners

2. An. 1. 1. 1.
Str. 1. 1. 1.
4. 1. 1. 1.

Part 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.

1. 1. 1. 1.
1. 1. 1. 1.

1. 1. 1. 1.
1. 1. 1. 1.

Let person enter the room of a lodger
in the same house with intent to steal it
burglary. If a servant, together

with a stranger to enter a house and he
let him in they are both guilty of burglary.

One may enter with the whole or part
of the house, or with a book, to take out

articles or with a measure of grain is
burglary. One in possession of this

rule if one puts a key into a door and
turns it and then puts away it is bur-

glary. In this is both a breaking, and
an entry. But Sir John Gould pronounced

in a case tried a similar case in 1840.
After an indictment for burglary, and

being and stealing the person is acquitted
of the breaking and entering, he may be

permitted in the same indictment for
stealing.

"With intent to commit a felony."

There must in order to constitute burglary
be a felonious intent, and if there

Public House

be sure, it is drinking a health. It has
been determined that a man is not
guilty of burglary who comes away from
his master's house in the night and
breaks open his master's house in order to
get his own money which he has left.

So a person who enters a house
or takes his own property without being
guilty of burglary. It has not made
any difference whether it is a stolen
thing or not. It is necessary that
the person should be carried into a room
and as a house breaking and entering
with a felonious intent is sufficient.

After one has been acquitted on an in-
dictment for breaking the house and
stealing the money, if the man is in-
dicted for the same breaking and
stealing the money, after the indictment I have
seen he will be indicted for stealing the
money or not burglary, to be sure he may
be indicted for stealing the money if
it is proved.

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Public Domain.

[illegible]

Public Wrongs

Larceny

This is the most important branch of criminal law to a person who intends becoming a practitioner.

Larceny, latrocinium is that which we commonly call theft. This is of two kinds Simple and Mixed.

Simple Larceny is plain theft, unaccompanied with any legal apprehension.

Mixed Larceny, includes, in it the stealing from one's house or person. J. M. 220.
Hank B.

1. Of Simple Larceny.

This is the felonious taking and carrying away the personal goods of another.

Simple Larceny is also divided into two kinds viz Grand and Petit.

By a rule of Com Law if the goods stolen are over the value of 12 pence 12 pence
12 pence
12 pence

the stealing is Grand Larceny, if of that value or under it is Petit Larceny.

The only difference betwixt Grand and Petit Larceny consists in the value of the goods stolen.

Public wrongs.

It is true, I do believe, not that
any one nature will apply to all.

There is however a difference in the in-
strument if goods are stolen by one
but persons in the nature of the offence
they are all guilty of grand larceny is
there can be no difference as to the degree
of the offence.

See 100
See 100
See 100

As in the case of a
person who has stolen a horse and sold it
for a small number of times in the same
year and from the same person it can
never be made grand larceny, but, why
not? larceny.

It is true that sometimes it is called
"petty larceny," but is it not the same
the definition of another either actual or
constructive. And it is said that as a

general rule that more larceny, including
the value of the property of the offender, can not
be made a felony in larceny, he cannot
be guilty of larceny. It may, however
be, it is said that this rule is not true.

Public Wrongs.

as will be shown presently, by add-
 cing some late decisions directly oppo-
 site to it. A constructive possession is a
 right of present possession. So if my
 goods are in the hands of a Deputy, 1. 188. 180.
2. 188. 180.
3. 188. 180.
 I have a constructive possession in them.

If one finds goods and converts them
 to his own use, or embargoes them, he is not
 guilty of larceny tho' he do, it *animus*
furandi. for there is no taking, i.e. no
 taking. - This is not law, according to la-
 ter decisions. - But it has been law.

that if one obtains goods of another with
 an intent to steal, and does, and gives
 them, he is guilty of larceny, as obtain-
 ing a bill of exchange, under pretence
 of discounting it, and then keeping it.

The preventing in this case is a
 upon the law, which will not be suffered
 The robbery in this case is still consid-
 ered as sending, in the owner but for
 the purpose of larceny only. But if one
 applies

Public Merges

applying to another to purchase goods with
an intent never to pay for them, and the
owner sells them to him, and he carries
558 away with them he is not guilty of larceny.

Between the difference between larceny
obtained with an intent to steal and the
purchasing goods with an intent to de-
fraud i.e. to embezzle them is, that in
the latter case the owner parted with
both the legal and actual possession
whereas in the former case, he did not.

If one obtains goods under a deception
with an intent to steal them he is guilty
of larceny. If goods are taken in
an election which was issued on a prom-
ise obtained by fraud, procured before
the Court it is larceny. Here the Reple-
vin and judgment are both void. The
cases which have been mentioned are
made larceny under the general rule.
But modern cases seem to abrogate that
rule as to the receipt in taking. 11 R. 2.
Gould

Public Wounds.

Could take the general rule to be this:
that when the delivery of goods is for a
certain special purpose and is com-
mandable by the owner he has a
constructive possession and therefore the
embezzling of these goods is larceny.

There are many cases in support of this
rule. It was decided at the Ind. Circuit
1779 that a watchman who takes a
watch was given to clean and repair
and who never returned it was guilty
of larceny. - Again where a man de-
livered cloth to a washer woman, and
she sent away with them she was guilty
of larceny. - And in another case a de-
livered a quantity of guineas to B. to
change them for other money and B.
sent away with them. B. was adjudged
to be guilty of larceny. - Again where
goods were delivered for safe custody and
the person to whom they were delivered
embezzled them this was considered to be
larceny.

Public Grounds.

inquiry. It will clearly be seen, from the rule which has been laid down and the authority to support it that all things are possible which are not a breach of law, by the old rule are made so by the new, except the case of carrying goods and wares. But considering the case of carrying and conveying, a carrying under the new rule is a carrying. In the case of the carrier under the old rule, he is not guilty of larceny, but that is exactly the same as the case of the watch maker and maker of wares.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

It was always considered under the old rule that if a carrier, opens a bale of goods, and takes some of them out or draws liquor from a cask, he is guilty of larceny. But it is perfectly clear from either principle that if the carrier has conveyed the goods to the place of destination, taken them as in and for himself, he is guilty of larceny. So also if the carrier

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Public Minded

bailee, should take the goods to a different place, from that to which he was com-
mitted to carry them, and should conclude
them he would be guilty of larceny. For
here the bailee is a stranger to the bail-
ment. He is not bound to go to Westport
when sent to New-Haven.

If one sells a horse or any other per-
sonal property to another and he immedi-
ately rides away with it and carries Black & S.
it off, he is not guilty of larceny, and Quinn 192.
the reason is that there is no property
remained in the vendor for accom-
panying to the terms of the agreement, he
parted with all possession, both actual
and constructive.

But also if one lets a horse to another
and he immediately rides away with
him and converts him, to his own use,
he is not guilty of larceny. If however
there was an original intent to steal
in this case he would be guilty of larceny.
Bacon

Public Wounds.

Now there is in the case no right of man
commanding in the corner till the time
has elapsed for which he has been
brought there. There is no construction
given in the bailment during the time.

Concerning these cases in Pa. and
the following rules seem to be inferred
from what has been said.

1. When according to the term of the
bailment the bailor has no power to
interfere at the time of the owner
and the carrier, or a necessary and
a taking, within the definition, unless
there was originally an intent to steal.
Consequently in the case of hiring a
sloop and connecting to me, and me
being the time for which he was hired
is no larceny.

2. If the bailor has according to the
term of the bailment a right to man
branded the delivery at the time of the
conveyance the taking is larceny. Now
in

Public Power &c.

in the latter case, there is a constructive
possession in the bailor at the time of
the conversion;—

3^d If the bailment, was obtained
with intent to plead a subsequent tak-
ing by the bailee is a taking within
the definition: and this is true, whether
there was or was not in the owner a
right to countermand. The original
bailee's intent is sufficient. Thus here
even, believing, of the goods, given the bailee
in the bailor's hand of course larceny, it
is not if it is a taking but it may be
evidence of a genuine intent—

There is a distinction taken at Com-
law between servants and other bailors

By the civil law if a servant receives
money with the goods entrusted to his care
he is not guilty of larceny, for it is con-
sidered as a mere civil injury, a breach
of trust, but by Statute the servant is made
guilty of larceny, in this case of the goods
entrusted

4th 239

1st 238
2nd 239
4th 239

Public Wrongs.

Reveries. There must be also a "carrying away," - 19, to this, it is settled that the least permanent from the place, in which they are found is a carrying away. Putting on carrying out of a larcin car was decided to be a "taking and carrying away," within the rule, tho' it fell and caught in her hair.

1. larcin 19.
2. larcin 19.
3. larcin 19.
4. larcin 19.
5. larcin 19.
6. larcin 19.
7. larcin 19.
8. larcin 19.
9. larcin 19.
10. larcin 19.

But it has been decided that raising a hole of goods, for tho' it rested on the end was not a taking away, because it was not moved from the place.

The taking must be a felonious one or a larcinous. A felonious intent is essential to larceny. It is manifested therefore that a person destitute of any restraining sense, not even as larceny, tho' it is not felonious, is a bare taking and may be a trespass, as with a branch of the tree. Whether the intent was felonious or not must always be determined from the circumstances.

Public Merges.

stances of the case - if a servant
should take his master's horse without
licence, and should return him again
he would not be guilty of larceny.

2 H. Bl. 509.
4 Bl. 232.

The taking, and carrying away pri-
vately, is usually evidence, of a felo-
nious intent. This will not always be
conclusive evidence, but is presumptive
evidence, which may be rebutted. Here,
it may be remarked, that if a person
take the personal goods of another
without his consent, the law will pre-
sume a felonious intent - and this
presumption can be rebutted. per. Arch. 210.
and hence evidence is conclusive unless
it is rebutted.

The next clause of the Definition, re-
lates to the subject of larceny, which is
the "personal goods" of another.

Things real are those which derive of
the reality, and are the subject of larceny.
Hence the phrase of land, while
growing

Publick Records

growing in the north the Republic

the addition to the Republic and the
personal brother to be the in a covered
and suffered to remain in the popu-
lar of the cause. It is a covered
and carried away by one continued
not the private law, never become the
personal enemy of the owner and more
greatly than the subject of larceny.

That if things of the kind are applied

to the great ground to be done at one time
and carried away at another they are
then subjects of larceny, and it makes
no difference whether the owner is
served from it is now stolen (though
not the latter), that taking away from
a sheep, or much from a cow, or
any so, then are caught of larceny
when taken from the owner.

The reason given why the great ground
of the Republic is not subject of larceny is
that they are not for sale, but are
personal.

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Public Property

personal property and therefore there is
the danger of their being stolen

By the same law, chambers of land
are not subjects of larceny, because it
is said, that they relate to the realty. but this
is surely a singular reason, for if they
are taken, recover will lie to recover them.

1 T. 66.
370
F. 487.
Leach. 13.

But Mr. Gould, concerning the reason why
lands of land, are not subjects of larceny,
to be the same why ships in action, are
not, viz. the goods taken must have some
intrinsic value in themselves: and for this
reason ships in action are not subjects
of larceny, for they have no intrinsic
value in themselves, in law.

8 Co. 33.
2. B. 470.
1. B. 122.
1. B. 66.
Antoni.

Then things however are made subjects
of larceny by Stat. 2. Geo. 2.

Don 472.

In other, there is a similar Stat. passed
a few years since

Nothing can be a subject of larceny, unless
some person has a property in the
thing stolen - there can be no larceny
without

Public Mewings.

unless there is a civil wrong. Beside,
the law requires, that it should be the pro-
perty of another. Hence all animals for-
ever natural, are not subjects of larceny,
as no person can be said to have a pro-
perty in them. But animals, which
were originally wild, may become the
subjects of larceny, if taken and confined
and are of intrinsic value. But gene-
rally wild animals, are of intrinsic
value only where they will serve for food.
Hence when they will not serve for food,
they are not considered valuable and in
general they are not subjects of larceny.
Though wild animals are domesticated
from their original wildness, still if they
are not used as food, they are not the
subjects of larceny. But a strict action
of law will lie in the taking out and
servicing of these animals.
A tame hawk is an exception to the
rule as to these animals used for food.

2 P. 306.
1 Rule 311.
1 Hawk 143.

201 200
1 Hawk 30

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Public Manners

for them, are considered valuable at law.
But the rule, as to cat and mice,
is confined to wild ones. For tame
animals, though they do not serve for food
are considered as the subjects of larceny,
as *hens, geese, &c.* a *fortiori* *hogs* and
swine, domestic, which do serve for food
are subjects of larceny.

There are some domestic animals which
are not considered as valuable, and are
not subjects of larceny, as *dogs and cats*.
The action of *trick* lies, however, for taking
them. As all personal goods are
subjects of larceny at the law, it is clear
that money is, the subject of larceny. - But
when the instruction of an English Statute
which takes away the benefit of clergy
from those who steal goods, wares and
merchandise, it has been determined
that money is not included in that Statute. *Black 48.*
and therefore when it is the subject of *234. 403.*
larceny, it is a felony within the benefit
of

Larceny

of Goods of another. - Goods of which
no one is the owner at the time of taking
cannot be the subject of larceny. For then
the property is "in rebus". So treasure
trove, waifs and estrays not in the possession
of any one are deemed to be in a state of nature,
before they are found for the King.

1. Hale 52.
1. Off 245
1. Hawk.

2. Off 245
1. Hawk 100

But, tho' the goods do not belong to some
one, yet if it is said the owner thereof must be
known and any indictment may be
brought agt the person for stealing the
goods of a person unknown.

1. Hawk 154
1. Hale 290.
1. Hawk 247.
1. Off 245.
1. Hawk 380.

But it is said by Lord Hale, that neither
upon trial nor proof that the property
is in some one it shall be presumed to
be in the prisoner. But Mr. Gould thinks
it a mere practice rule.

1. Hawk 154
1. Hawk 100

1. Hawk 154
1. Hawk 100

The goods in a Church are subjects of
larceny, for they belong to the parish and
corporation. A church or a dead body is
also a subject of larceny. So stealing a
dead body is not larceny, but it is a high
treason.

Public friends

mindless at last. But, it is said
that a man may commit larceny by
taking the goods of the owner, then
giving a bailor or friend a servant with
intent to defraud them. Thus then can
it be applied to the case to be decided
of every principle. For he conceives the
man to be guilty of a great fraud upon

Oct. 26
30 Jan 26
3 Feb 26
1 Mar 26

If the goods of one man are bailed
to another, and a stranger steals them
from the bailor he is guilty of larceny
and may be indicted for taking them
away from the bailor, who has a spe-
cial property in them as to every other
person, but the true owner.

18 Nov 26
18 Dec 26

There has been some question in the
books whether one indicted for larceny
and who has a special property found
not guilty of larceny can
have judgment rendered against him for
the larceny? This is now settled in the
negative and the persons who are

Public Morals

not two species, of one genus, but are of different genera.

As to the punishment of Simple Larceny. All simple larceny, at Com. Law is felony: Grand larceny at Eng. Law is a capital felony: But simple larceny is not.

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As to the punishment of simple larceny, at Com. Law is felony: Grand larceny at Eng. Law is a capital felony: But simple larceny is not.

As to the punishment of Felony Larceny, two eminent writers differ. Hawkins,

think there is a forfeiture of all goods, land, estate, service, whitting, &c.

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But Sir William Blackstone says there is no forfeiture. But Goulde is in favour of the opinion of Hawkins.

In the former authority, Blackstone seems to deny the forfeiture, but denies it in the latter.

Public Works.

Mixed Group

This has all the properties of simple larceny: but it is also accompanied with the aggravation of taking from one's house or person or both.

As to larceny from the house, all that
can be said of it is that it is more ²⁴¹eggs 125 and 151
noted: it is not distinguished in its na-
ture from simple larceny - 98

It is said, when the offence is accompa-
nied with breaking the house it is then
Burglary: but Mr. Gould, maintains this
to be incorrect: for they are separate
offences, tho' they are included in the
same indictment. Larceny from the
house is excluded from the benefit of
Clergy in several of the states. tho' at
Pawtucket it is a Clergyable offence: and
this is the only difference between Simple
and mixed larceny as to their punish-
ment: for simple larceny is in almost
every case, within the benefit of Clergy.

Public. 7. 1. 1. 1.

2. Larceny from the house is distinguished from simple larceny.

The second kind of mixed larceny is from the person, and this may be committed either by stealing privately from the person or by open and violent assault. The latter is called "Robbery," and the former is generally called "Pick-pocketing."

Pick-pocketing. The offence of privately stealing from the person of another is felony at our law, and there are two degrees in it as in simple larceny: as to the value of the property stolen, if over the value of 12 pence it is Capital if under that value it is not Capital.

Stealing from the person privately is a felony and benefit of clergy is taken away from it by Stat. of Henry 5. over the value of 12 pence.

Page 43.
L. 1. 1. 1.
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Public Wrongs.

2. Robbery.

When used violently to take from the person, is called robbery, and this is essentially distinct from Simple Larceny.

Robbery is the felonious and forcible taking from the person of another goods or money to any value, by violence or putting him in fear. The value is immaterial, for the offence is punished as the 4th Statute. Same however great or small the value may be. To constitute this offence there must be a taking from the person of another. 1. In the first place there must be a taking; i.e. an actual taking, an attempt to rob, merely, is not a robbery at common law, tho' it is a high misdemeanor. But by Stat. 22 Geo. 3. an attempt to rob is made a felony not capital but for 14 years punishable with transportation for 7 years. 2. The taking must be from the person but by this is not meant the personal possession.

17th Nov. 47
Bible 332
Leach 22

Public Wounds.

for the purpose of the owner. For if one takes goods in the presence of the owner, provided it be with violence or by putting fear, the taking is from the person within the definition. Black 128. Hale 530. 2 Str. 497. Ark 125.

It also if one find the instrumentality of fear takes goods from any person in my presence, this is a taking from the person within the definition: for the purpose of the servant is the purpose of the master.

It is said there must be a "forcible taking," yet it is not necessary that actual violence should be used in the taking.

All that is meant is that the goods be obtained under the influence of fear or terror by actual compulsion. It was upon this principle it has been settled, that if one by means of threat, obtain an oath from another that the latter shall go and bring him goods and he so bring and deliver them this is a forcible taking within the definition. But a taking which is not directly.

Public Wounds.

Directly from the person of the owner, nor in his presence, is not within the definition.

So, if a person is apprehensive of being robbed and throws away his goods, and runs, and they are taken, this taking is not within the definition.

Com. C. 478.
Stim. 1015.

It is laid down as a rule in most of the books, that if several persons join to rob, and one of them separates from the rest and robs B. independently of the rest, all are guilty of the robbery of B. because of the intention to rob — (the offence of robbery is commenced by the act of taking). But I should think, this cannot be law, it appears to him, that the rest cannot be guilty of robbery of B.: for the one who has done it, has left the persons of A. and the others do not know of the robbery of B.

1. Hall 537
2. W. 546.

The offence of robbery is commenced by the act of taking: from that moment the offender is a robber and he should immediately be delivered the goods still he

1. Inst. 63. 66
2. Com. 124.
Leach. 224.
3. W. 546.

Public Wrongs.

he would be a robber — This taking must
be by violence, or by putting in fear.
It would seem, that both violence and
putting in fear were necessary; but ei-
ther of them is sufficient.

By "violence" is meant actual violence:
actual force, committed on the person.
This violence or putting in fear is the
grand criterion, which distinguishes rob-
bery from every other species of larceny.

It is not violence, then, which implies something
more, than the mere act of taking. The
violence must be such as is calculated
to excite fear: for if it is not, it cannot be
robbery. But the violence or putting in
fear must be concurrent to or simultaneous
with the taking; for if it is subse-
quent it is no robbery.

Further, the violence or putting in fear
must be expressly, for the purpose of ob-
taining the property of another —

It has been held, that where a thief

Further Remarks

put handcuffs on his prisoner for the purpose of preventing his escape from him, the sailor was guilty of robbery.

Leach 200. 2nd Bally. 500

As to the putting in fear, it is a settled rule, that such measures or threats or gestures, as may reasonably excite fear or an apprehension of danger is a putting in fear and is within the definition. But a fear altogether groundless, is not a putting in fear within the definition.

So also where there is a physical inability of using it

Leach 204.
Foster 78
1st Bally 40

Again such threatening, as is likely in common experience to excite an apprehension of danger to one's character or good name, is a fear within the definition.

Leach 204.
Foster 78
Leach 204.
200.

But for the purpose of exciting fear there is no necessity of actual violence or actual threatening, for it may be done by mere signs as by presenting a weapon &c. - So if a man should say

Leach 204.
Foster 78
4th Bally 50

get

Public Wrongs.

compel another to sell his property at a
more nominal value, it is robbery.

Case 20
to 21

Whether compelling a man to sell his
property at full value is robbery or not
is unclear. I should think it would
not be robbery but a high misdemeanor.

Case 21
to 22

So if a person with a sword drawn
begs an alms and I give it him through
fear and apprehensions of violence,
this is a felonious robbery.

Case 22
to 23

There is a rule laid down in that
which holds, that taking property unlaw-
fully through without a violent fright is
robbery. But Mr. Gould thinks it merely
sufficient forcings. It has already been
observed that it is not necessary that violence
and putting in fear be used to constitute
the offence. It is not necessary therefore
to insert in the indictment that the act
was committed by putting in fear, but it
is sufficient to insert that it was done by
violence alone. When the offence is laid

Case 23
to 24

Public Stomachs.

to have been committed by putting, in fear
it is not necessary to prove actual putting
in fear. For such circumstances of vio-

lence as are calculated to excite fear are
sufficient. Whether openly taking the

goods of another person without violence
or putting in fear, is larceny of any kind
is not fully settled. According to some
this cannot be larceny of any kind.

As where A. meets B. and snatches his
hat from off his head and runs off with
it. Now, this cannot come within the

definition of larceny of any kind. Mr.
Gould is inclined to think however that it
might be considered as Simple Larceny.

It has been decided that an indict-
ment for robbery on the highway is not
supported by robbery in a dwelling house.

Robbery at common law is a capital felony

Leach 264. b.
Fidd 178.
Haw 149.

11 Reg 273.
Haw 149. n.
150

Leach 53.
2. 17. 1799.

1. 1. 1799.
4. 17. 1799.

On the Writings.

Forgery.

Forgery, as it is termed at Common Law by way of convenience the criminal, is the fraudulent making, or altering of a writing to the prejudice of another's right. Formerly there was a great number of writings not subject of forgery as notes, Bills of Exchange, &c.

11. Reg. 81.
12. Reg. 89.
13. Reg. 210.
14. Reg. 235.

15. Reg. 244.
16. Reg. 245.
17. Reg. 246.

But it is now settled, that any writing, by which another's right may be prejudiced is a subject of forgery at Common Law.

18. Reg. 260.
19. Reg. 261.
20. Reg. 262.
21. Reg. 263.

And it has been determined that the fraudulent making of a bill of exchange or unstamped, is forgery: for every man may not know what the law is, or the subject and therefore he is liable to accept one.

22. Reg. 264.
23. Reg. 265.

24. Reg. 266.

But now by a variety of English Statutes, almost every species of writing is made a subject of forgery, and the offender is liable of the penalty of death. The Statute in this subject in Common includes all private writings in general. Thus far as to the subject.

Public Words

of Forgery. The offence consists in the
fraudulent making or altering. Now
very little need be said as to the making
or alteration of writings. The words, the in-
sides, are a sufficient explanation.

as to this part of the definition, vide *Thacker v. Smith* 335

If one employed to write a will should
insert a false legacy, he is guilty of forgery. *Thacker v. Smith*
it must however be presupposed that *Thacker v. Smith*
the testator signs the will. *Thacker v. Smith*

If one should write an obligation in a
false name, or another name which he
cannot find, he is guilty of forgery. *Thacker v. Smith*

Fraudulently subscribing another's name
to an instrument already drawn
is forgery. If one makes a mark
with a fraudulent intent it is forgery. *Thacker v. Smith*

It is not necessary to constitute forgery
that the writing, be such a one, as, when
it is effectual, it is so genuine. So if
one should make a will for another he
is guilty of forgery before the testator
dies. *Thacker v. Smith*

Public Wrongs.

One, at which time, the will is to take effect.

If we insert, in an indictment, the name of a person whom the Grand Jury did not present, as if in an indictment agt a number of persons, the name of one innocent man is inserted it is forgery.

It is a general rule that the fraudulent altering of a writing in a material part is forgery, or in other words a fraudulent alteration in a material part is an alteration within the definition —

But this definition is not violated in the case between an alteration of a part material and a part immaterial.

It is said one may be guilty of forgery in making, and executing a deed in his own name — As if A. after having sold a piece of land to B. sends afterwards and the same is to

the deed. If one after having given a bill of exchange for an instrument, in order to get it accounted he is guilty of forgery.

1. Thom. 376.
8. Thom. 377.
2. Thom. 378.

1. Thom. 376.
2. Thom. 377.
3. Thom. 378.

1. Thom. 376.
2. Thom. 377.
3. Thom. 378.
contin.

1. Thom. 376.
2. Thom. 377.

Public Wounds

and it is sufficient if he merely write the name of the wound.

Though the fraudulent making of a forgery, yet if one write an instrument in another name and sign and seal it in the latter's presence and by his own consent and direction, he is not guilty of forgery - and our Great Jurisprudence if it were true in the former it would not be forged if provided it were done by his direction. The making and alteration of a writing would be "fraudulent" as the change of a bond should alter "Wounds" into "Fulwicks" it would not be forgery. So also if the purport of a note should be the same. It is said in Hawkins, though

our Great Law is not for what is (principle) unless indeed it be upon a principle of policy. That this is a misapprehension - But tho' the alteration in the above case would not be forgery still the bond or note will be annulled.

How

Page 384
Note 39.
SAC 39.
1. Note 44

Page 384
SAC 39.
1. Note 44

Public Moneys.

How far an immaterial alteration is
considered as a forgery, will not be as-
sessed at present. However, a mere
name, Scapace, cannot regularly ac-
count a forgery, tho' the intent be frau-
dulent. As if a scrivener, should o-
mit to insert a legacy in a will, it
would not be forgery. As a general
rule the making and attestation must
be a positive act. Though if a person
obliged to make a will was directed to
leave an estate to A. after the solemn
making of a particular estate for life and
he should not make this particular estate,
but should give it to B. to commence
instantly, it would be a forgery.

It appears to Mr. Gould that in the fore-
going example the making was a posi-
tive act. Though the two names it an
mistake. This fraudulent making
and attestation is required to be to the pre-
judice of another, right? but by this is

Public Wrongs.

not meant that an injury should ac-
tually be done: it is sufficient if the act
tends to the prejudice of another. Thus if
A. forges a note of B. it is not neces-
sary that the note be put in circulation to make
it a forgery - the forgery is complete
when the instrument is written.

Leach. 185
Ston. 186.
2d Ray 1451
1st Ray 277, 7

But a fraudulent intent is necessary to
constitute the offence: yet it is sufficient
to show the intent generally, without
pointing out the particular means by which
the particular fraud was to take effect.

It is not necessary that forged instruments
should be published or that any claim
should be made upon them, in order to
support a prosecution.

It has formerly been a question whether
the forging, an instrument in the name
of a fictitious person was forgery or not.
It is now settled that it is.

Leach 83.
182 216.

The rules of pleading require that in
the indictment, a forged instrument be

Public Wrongs.

Set out in words and signs. Precisely as it
was originally written. And, this is a ge-
neral moral rule that the law variance be-
tween the original paper instrument and
the recital of its facts. This rule however
is not literally true: for where there was
a mistake in the spelling of a word which
did not alter the meaning, it was held not
to be fatal. When the indictment, de-
scribing the instrument as purporting to be
an instrument of service or conveyance
the indictment will not be supported
unless when produced it appears to be
a true one in the given title.

1. Inst. 226.
2. Inst. 226.
3. Inst. 226.
4. Inst. 226.

1. Inst. 226.
2. Inst. 226.
3. Inst. 226.

But the law forbids is not a felony, and
is punished by fine and imprisonment.
But to what? the punishment is almost
every case, with death and it is hardly
the case that one convicted of the
felony is punished. In some instances
it is punished as that of burglary and the
injury done has much damage. The
punishment

Public Schools

offender is also considered incapable of be-
ing a witness or a character witness. The
Stat. in relation to the making of any ar-
rest is not proper, unless when done to
prevent justice and equity. The Stat. however
does not differ materially from the Gen.
Law Definition. The word "attorney" is
not used in this Stat. however the word
"attorney" includes it. The Stat. would
be better in this respect, if language as the
"attorney" is a "solicitor". This Stat. also
prohibits and punishes a lawyer for
attacking and publishing a forged in-
strument. Previous it to be made

Public Wrongs.

Perjury.

Perjury is defined to be
a crime committed, when a lawful
oath, is administered in some judicial
proceeding, to a person who swears
willfully, falsely, and falsely in a
matter material to the issue in issue.
The false swearing thus cannot be will-
ful, i.e. intentional, and with some de-
gree of deliberation: the word "willful"
here seems to be the same meaning as
the word "intentional".

The swearing cannot be in some judi-
cial proceedings, is the false testimony
cannot be given under oath used in a
Court or before some officer authorized to
administer it and in some proceedings
relative to a suit or prosecution.

It is immaterial whether the Court be
a Court of record or not in which false
testimony is given. In some all judges
are Courts of record.

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the

Public Wrongs

The oath must be taken in some judicial proceeding - So oaths taken in any extrajudicial proceeding are not perjury if false - 1. How 320. 2. Wils. 42. 3. Inst. 166.

4. Pl. 137. But, it is not essential that the

offence be committed in a Court or in

trial for it is settled that perjury may be committed in an affidavit or deposition

though they are never used in Court

for they are relative to the proceedings

of a Court. Perjury is confined to such public

oaths as are sworn or affirmed some matters

of fact. It is not indictable if sworn

any oath or oaths of office. But perjury

is indictable when any false oath, made

relative to the point in question, though

the point may not immediately affect

the judgment i.e. the final judgment

It has already been observed that the

oath of mere presumptive oath is not

perjury. So a juror who has not given

in a true judgment or verdict is not

guilty

2. Inst. 166.

3. Inst. 166.
1. How 320
2. Pl. 137.

1. How 320.
2. Pl. 137.

1. How 320

Public Names.

guilty of perjury. But a party in a suit
when allowed to take an oath, may be guilty
of perjury, as well as any other man who
is indifferent. In *Ex parte* *W. H. W.* and

1. *Ex parte* *W. H. W.*
2. *Ex parte* *W. H. W.*
3. *Ex parte* *W. H. W.*
4. *Ex parte* *W. H. W.*

W. H. W. are allowed to swear to a Book with
to an account and in doing this they
may be guilty of perjury, if either of them
falsely. If a witness swears, testifies what
is false, even if he swears he is not guilty

1. *Ex parte* *W. H. W.*
2. *Ex parte* *W. H. W.*
3. *Ex parte* *W. H. W.*

of perjury, even though he intended to
testify falsely. And this rule is extended
to a supplementary answer in *Chancery*,
to a bill. It is said not to be at all con-

1. *Ex parte* *W. H. W.*
2. *Ex parte* *W. H. W.*
3. *Ex parte* *W. H. W.*
4. *Ex parte* *W. H. W.*

trasted with the fact given to be true
or false, provided the witness does not know
it to be true. For he is to answer to what
is within his knowledge.

1. *Ex parte* *W. H. W.*
2. *Ex parte* *W. H. W.*
3. *Ex parte* *W. H. W.*
4. *Ex parte* *W. H. W.*
5. *Ex parte* *W. H. W.*
6. *Ex parte* *W. H. W.*
7. *Ex parte* *W. H. W.*
8. *Ex parte* *W. H. W.*

There is one word, in the relation which
seems not to be exactly, though not, to give
merely, say, "absolutely" it is now called
that a man may not testify, absolutely, to
be guilty of perjury: for if he swears to a
fact.

Public Manners

"Fact" according to his best recollection;
and he "believes it to be so" or "thinks it to
be so" &c, if in such general phrases, he
should testify falsely, he is guilty of perjury. & the
word "absolutely" in Mr. Foster's
opinion, seems to be useless.

The meaning must also be restricted
to the question i.e. it must be to a mate-
rial point. If then a witness testifies to a
fact, altogether immaterial to the point in
issue, he is not guilty of perjury, in a
legal point of view. However criminal
he may be in *foro conscientiae*, for it
does not tend to prevent the adminis-
tration of justice. But still, if the false
testimony, though circumstantial and
not directly applying to the point in
issue tends to aggravate or attenuate
the punishment, or if such testimony was
given in for the purpose of inducing the
jurors to believe what he affirming, &c.
later it is perjury. - If the false testi-
mony

Id. 244.
2d Aug. 38.
Note 33
C. Crim. 500
Haw. 320.

2d Aug. 38.
Id. 244.
C. Crim. 500
Haw. 320.

Public Menus.

money, in a frank immaterial in itself
tends to make the Sars believe more readily
any material point it is beginning.

L. H. W. 327. L. H. W. 328. L. H. W. 329.

But there are many circumstances, especially in case of larceny, which are not material, and upon which perjury is not predicated. As the witness testifies, that such sort of perjury was used in a battery, when in fact he knew another sort of perjury was used, it is not perjury. But Mr. Gould avers, that if testimony of this kind tends to establish or aggravate damages it should be perjury. But, it is not essential to show to what degree the evidence was material - the juror is not bound to prove it. It is necessary, that the record be produced to show the Judicial Proceedings, and the Court is sufficient for this purpose. It is not necessary that judgment should be rendered, before the record be produced, though in our courts can it never be.

Public Wrongs

be introduced before the jury, can be pro-
duced as evidence of anything.

The cases in which the injury is
concurrent, must be set forth in the
indictment, and also what the witness
testified - It is not necessary to constitute
this offence, that the false evidence should
have been admitted by the jury, &c.

12. Reg. 179.
1. Crim. 280.

3. Reg. 241.
3. Reg. 280.
3. Reg. 285.

generally, it is not necessary that any per-
son should have been actually injured
by it. It has been decided in England
that the word "intentionally" is not absolutely
necessary to be inserted in the indictment.

The words "falsely and maliciously" are
sufficient. For the purpose of convicting
one of perjury, it is a rule of law that
there must be at least two witnesses. Other-
wise there would be only one oath only.

1. Reg. 179.
1. Crim. 280.
1. Crim. 285.

It is now well settled that circum-
stantial evidence to the fact that the Def^t is a Jew
has been held to constitute a conviction: this
must be proved by direct testimony.

Public Wrong.

The evidence to the fact of swearing, is all that is required to be direct.

Perjury cannot be committed by two persons jointly, therefore, there cannot be two persons joined in the indictment and conviction of Perjury.

This is the office of procuring another person to commit perjury. But in the case of perjury, must be actually committed in person. The common accepted account, does not amount to subornation of perjury, but, only a misdemeanor — Perjury and subornation of perjury are in England punished with fine and imprisonment and legal infamy. Legal infamy is a consequence of perjury at Common Law.

When the perjury is laid upon an affidavit or deposition, the dissimilarity between the deposed and original deposition will destroy the indictment.

Under the Stat. in force, the perjury must be committed in face Court of Record.

Public Wrongs

Record. According to the Stat. of Conn.
the false affirmation of a Quaker is per-
jury and punished as such: and if
a man by perjury, procures another's
life to be taken, he shall according to
the Stat. lose his own. This Stat. makes
the offence murder whether the death
of the party be procured or not.

Criminal Code of Connecticut

Now will be considered, the criminal
jurisdiction of the Courts of Conn. The
highest Court of ordinary jurisdiction
in this State is the Superior Court. This
Court has jurisdiction over all crimes
that are punished with death, life, or
banishment, and the punishment of a
flogging and confinement in this State.

It has exclusive jurisdiction over the above,
except confinement in this State, and here
the Court of Com. Pleas, has concurrent
jurisdiction, in the case of house-
breaking.

Public Process.

Stealing, in cases of both the Sup.
Court, and County Court, have concu-
rent jurisdiction, and the same is true of horse
stealing, are the only cases, wherein the
jurisdiction of the two courts, is concu-
rent. The Sup. Court has jurisdic-
tion over all high crimes, and misde-
meanors; but the County Court, has full
jurisdiction of some crimes, and mis-
deemeanors. The Sup. Court has determi-
ned, that though they have exclusively the
jurisdiction of those crimes, and misde-
meanors which consist in an unsuccess-
ful attempt to commit some high crime,
or offered as an unsuccessful attempt to
commit a crime. The Sup. Court has
also exclusive jurisdiction over the higher
offences of Religion as Blasphemy.
Court of Com. Pleas.
The Stat. of Comm. provides, that the
Court of Com. Pleas, shall have cogni-
zance of all those crimes, which are in
prior

Public Peace.

inferior to those within the jurisdiction
of the Sup. Court and subsumed to
those within the Jurisdiction of a single
magistrate of the law. There is no ap-
peal in criminal cases, from the Court. Art. 289
of Const. Ohio to

Single ministers of the law as Justices
of the Peace and Justices, have cogni-
tance of all crimes, (ie. original and
exclusive), the punishment of which are,
not more the penalty of \$100 except in the
case of theft over the value of \$100.⁷

The penalty
shall be the
mildness of
the law, these
penalties they
have this
dictum

Whipping is the only corporal punish-
ment which a single magistrate can
inflict. The Act of Const. provides that
all Justices of the Peace shall have cog-
nizance of all breaches of the peace and
disorderly by some high handed or dis-
orderly violence in which case they are to
bind the person over. Single ministers
of the law, are a curb of law, in all
cases, above their own jurisdiction.

Public Wrongs.

An appeal lies in all cases, in favour of the prisoner except those expressly prohibited by Stat. - In criminal cases, the jurisdiction of a Justice of the peace, or Clerk, through the County - Does in Civil cases - he is then confined to his own Town or City, where the offence, which are local, are committed in the County, in which they are committed.

Prison in Criminal Cases.
When one is arrested for a criminal offence he is to be brought before a Magistrate and if he has no jurisdiction of the crime he is to examine the prisoner as to the facts charged, and see whether he should be bailed for trial.

The Magistrate cannot in such cases, examine the prisoner as to the fact of his guilt though in England this is authorized by Stat. If on the preliminary inquiry it appears that the offence has not been committed, or that the charge is not

Public Wrongs.

agst the prisoner is, generally, the mag-
istrate is bound to discharge him.

But where, there is a slight presump-
tive evidence agt him, the magistrate
is bound to commit him. For trial or
admit him to bail, if the offence is, tri-
able. — Bailing, is the delivering the
prisoner over to sureties, on their giving
good security that he shall appear at
Court, and take his trial. The bail
are considered his keepers.

In those offences, which are not triable
by the magistrate is to commit the
prisoner to remain till the sitting of
the next Court. As a general rule
all offences below felony are bailable
unless expressly prohibited by Stat?

By Stat. bail is denied in the offences
known, and in many felonies.

It is a general rule that bail is taken
away from all felonies, when the parties
confess it, or are notoriously guilty, &c.

1. 294.
2. 294.
3. 294.
4. 294.
5. 294.
6. 294.
7. 294.
8. 294.
9. 294.
10. 294.

294.

Public Wrongs

The Court of King's Bench used in the se-
 xation any part of the Judges has power
 to admit any person to bail for any of
 these. Stat. 105. cap. 333. G. 2. 1799.
 2 How. 175. Stra. 5. 91. 1812.

Leach 122.
 2 L. 323
 1 Stra. 44.
 2 How. 175.
 181

But the Court can not admit to bail in
 cases, which are not bailable only, in
 some particular case of necessity.

But it has been decided and settled
 in 1812 in England that after the conviction of the
 prisoner by verdict, he cannot be admitted
 to bail unless the prosecutor gives his
 assent. It is a general rule that he who
 has the final cognizance of the offence may
 admit to bail, statutorily to the contrary
 notwithstanding. The Court of King's Bench
 however, never will admit to bail even
 by Statute unless there are some cir-
 cumstances rendering it necessary.

Mr. Gault imagines that in some the
 Just Court and in vacation any one of
 the Judges may admit to bail even in
 capital

Public Wrongs.

capital offences, notwithstanding the
Statute. but he presumes they would be
governed by the same rules, and the
Court of Queen's Bench have adopted

The ministerial officer, who makes the
arrest cannot take bail in criminal
cases, unless he has judicial power to do
it. In England the Sheriff is a bailiff
officer. He has judicial power.

But in France the Sheriff has no such
power, and cannot prescribe bail. here
bail is to be taken by the Magistrate, who
first examined the person, though in a
capital offence he cannot take bail. But
after the Magistrate has prescribed bail,
the Sheriff may take it and even after
the prisoner is committed if previously
prescribed by the Magistrate.

The bail in France in criminal cases is
taken by different measures according to
what Court has cognizance of the offence.
If the crime is cognizable by the Sup. Court
then

Public Wrongs.

When the bail is taken in the name of the State Treasury - It is by the Court of Com. Pleas in the name of the County Treasury. if by a single magistrate, in the name of the two Treasurers.

1. 122 294. If an Officer takes insufficient bail,
2. 122 40. and the prisoner does not appear, the Officer is punished at Com. law.

1. 122 41. The same practice in England in case of
2. 122 45. gaol delivery, is to require four sureties: in a serious case, only two. In Com. law, two sureties are all that are required in any case.

Refusing bail, when by law it ought to be granted and granting it when by law it should be refused, is a misdemeanor at Com. law, and punished by a fine - and in the former case, the injured party has his action in the case to recover damages. It has been decided by the Sup. Court of Com. in a petition for habeas corpus, that when the writ was out on bail of her trial, a writ could not be given till
he

Public Wrongs.

he was present and that the recognizance ought to be forfeited - But, when a penalty in the punishment verdict may be given, when he is out on bail. 1 M. 59

Whenever a prisoner is prosecuted for a particular offence and is acquitted but is found to be guilty of another offence, he is not to be discharged on the acquittal. Lock 350.
355 but the Court are to keep him in custody till another prosecution may be brought against him.

Costs.

In England, no costs are taxed on either side in criminal cases, except by an express act of Parliament. Comp. 354.
7th Ed. 354 In criminal cases, under the law of France the rule is the same as to taxing costs, in favour of the prisoner - the State pays no costs - But on the other hand, prisoners are not only taxed on conviction but may be so acquitted - for the old French law Lock 354

Public Wrongs

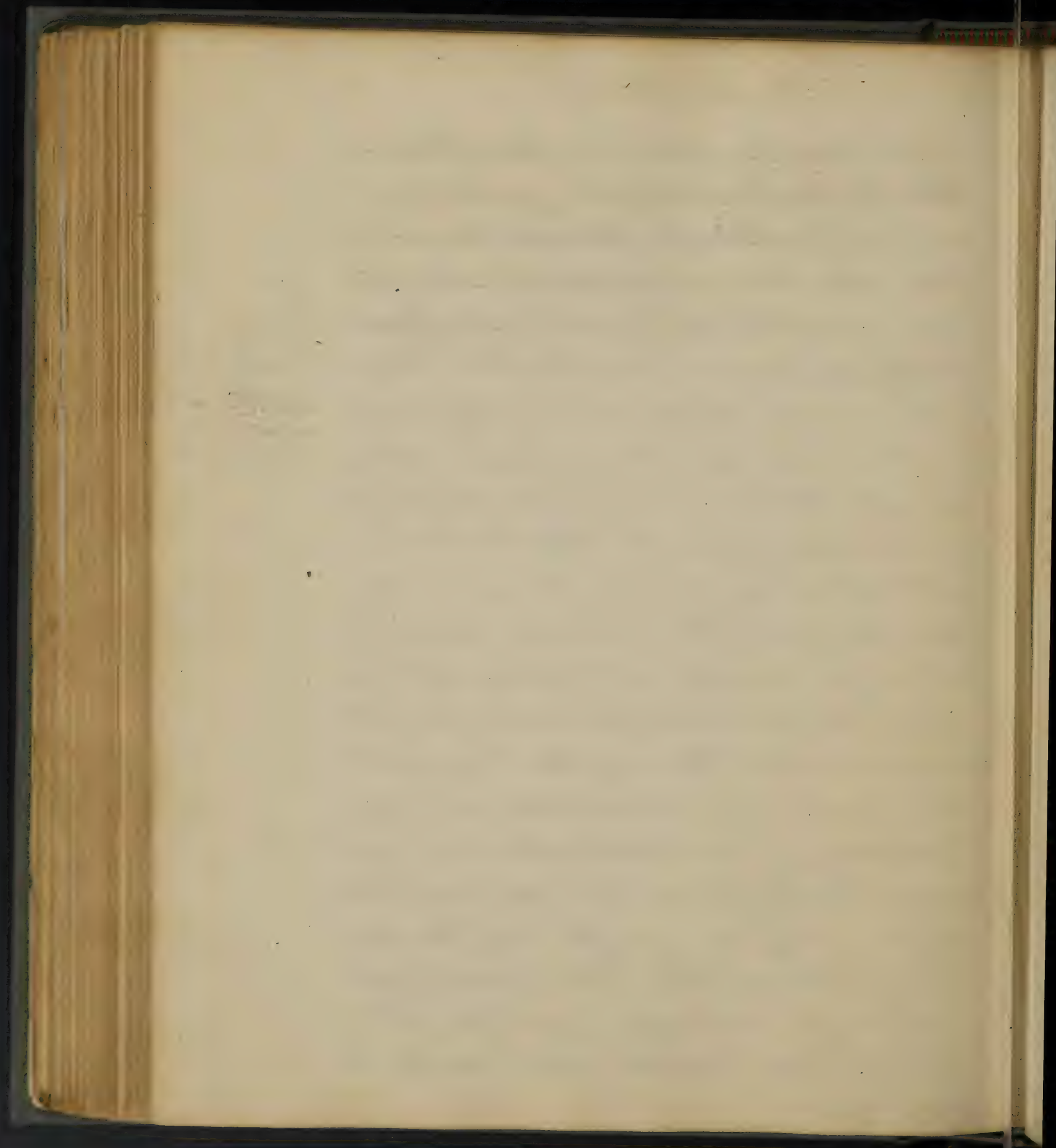
if the prisoner was occasioned by an
lawful and blameless conduct of the
prisoner he shall pay the cost of, before
and even though acquitted. But if the
acc. not a prisoner, he shall pay no cost.
When the prisoner is unable to pay, the
costs they are to be debited out of the
State Treasury, if he is in the State
Prison or County Jail. If the prisoner
is able the State may pay the cost, and
afterwards be reimbursed out of the
prisoner's pocket. But when the prose-
cution is before a single magistrate
the costs are to be paid out of the Town
Treasury. And, on the other hand, when
costs are recovered from a prisoner, these
costs go into the State Treasury, if the trial
was before the Eng. or County Court, and
into the Town Treasury, if before a single
magistrate. The Stat. also provides, that
if the prisoner is unable to pay, he may
be bound out in service, till he has earned
sufficient

The State
shall pay
the costs

Public Wrongs.

sufficient to pay the costs. But, the rule
that the prisoner though acquitted in
some cases, shall pay the costs, are not
held when he is acquitted by a single
minister of the law acting as a Court
of Enquiry, -

J. Murray
19 May
1812
W. H. R. M.
Hatchfield
Cromwell



Private Wrongs Of the Action of Slander

By James Foster Esq.

Slander, consists in maliciously
defaming a person. 1.^o By Words
written or spoken, which tend to injure
him, in point of personal security, or
reputation, office, profession or interest.

6. Geo. 483.
4. Co. 14.
Bul. 27.
3. Bl. 123.
Esp. 2496.

2. Slander may be by figures, pictures, &c. of the above tendency -

2. Bl. 123.
3. Bl. 124.
5. Co. 125.

It may be committed according to
the usual division in three ways

1. By Words. 2. By Writings. 3. By Signs
Pictures &c. Slander by words is of two

kinds. 1. of words, in themselves actionable

1. Geo. 483.
1791.

2. Words not actionable in themselves but

becoming so by the general rules rela

4. Bl. 124.

the actual slander which is written down

But 1. of words. 2. of signs. 3. of pictures and painted signs the

definition

must remain

Private wrongs

It is a general rule, that the law does not
 interfere in the management of the family, because
 in merely private wrongs, the law is not
 concerned. The damage is supplied, and
 such wrongs remain private. Indeed, private
 wrongs are not the business of the law, unless
 they are attended by circumstances which
 render them public. Such are the
 injuries of malice.

Of the injuries of malice, there are two kinds,
 one which is attended by the infliction of
 legal punishment, and the other which is
 not. The former is the injury of the person,
 and the latter is the injury of the property.
 The injury of the person is the injury of the
 body, and the injury of the property is the
 injury of the goods. The injury of the person
 is the injury of the body, and the injury of the
 property is the injury of the goods. The injury
 of the person is the injury of the body, and the
 injury of the property is the injury of the goods.

According to this classification, the injuries
 of the person are the injuries of the body, and
 the injuries of the property are the injuries of
 the goods. The injuries of the person are the
 injuries of the body, and the injuries of the
 property are the injuries of the goods.

Private Arrangements

his reputation and generally actional
 many charging what would subject to
 to a reputation and actional. In Jan 1845.
 to the Parley. In Jan 1845. 1845. 1845.

From charging what would subject to
 in person and are actional. In Jan 1845.
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 in person and are actional. In Jan 1845.
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 in person and are actional. In Jan 1845.
 to the Parley. In Jan 1845. In Jan 1845.

Private Words

a criminal just as much for charging
with intention as not, & the law is the same.

But when I hear of the Court & the Judge
I am counsel to the jury that there are no
exceptions in the law. I should have

been told of the intention of the law
and the law is the same. The law is the same
in the law. The law is the same. The law is the same.
The law is the same. The law is the same. The law is the same.
The law is the same. The law is the same. The law is the same.
The law is the same. The law is the same. The law is the same.

objection seems to be made under the
law. It is not a law. It is not a law. It is not a law.
It is not a law. It is not a law. It is not a law.
It is not a law. It is not a law. It is not a law.
It is not a law. It is not a law. It is not a law.
It is not a law. It is not a law. It is not a law.

to call me a thief. It is a law. It is a law. It is a law.
It is a law. It is a law. It is a law. It is a law.
It is a law. It is a law. It is a law. It is a law.
It is a law. It is a law. It is a law. It is a law.
It is a law. It is a law. It is a law. It is a law.

in the law. It is a law. It is a law. It is a law.

Private Arrangements

a crime, of which he has been acquitted
in *Don. 1874* pl. 52. *Don. 1874*. There is no
guarantee of prosecution.

If the woman charge a crime which it
appears could not have been committed *Don. 1888*
by her, not actually. *Don. 1888* *Don. 1888*
I.E. - A. S. being still living

But this matter may be pleaded in *Don. 1888*
law. *Don. 1888* it cannot be given in *Don. 1888*
evidence in mitigation of damages.

If the woman charging a crime, a receipt
has not been furnished, with the crime
charges be raised. The court are not ac- *Don. 1888*
quainted. *Don. 1888* being one a brief because *Don. 1888*
had committed a certain act which *Don. 1888*
amounts only to a trespass *Don. 1888*

But charging a crime, though the prop-
osition for it is based on the *Don. 1888* of *Don. 1888*
the time of the woman, spoken of, actually.
If woman in themselves, actually account
of an innocent meaning it lies in the *Don. 1888*
Left to show that they were used in the
same.

Private Memoirs

dim". In general, a lawyer
with ignorance in his profession - C. 1802.
or 278. 1 Jan. 294. 1 Feb. 304. 1 Mar. 314. 1 Apr.
183. 1 May 183. In June 183, the lawyer
went to the State in his Profession, but at the
time of the war, spoke he was a practice
lawyer. But of the P's ruling are
lawyer is sufficient.

To finally call a lawyer a Bankrupt
is sufficient. To "He is a Bankrupt" is
To "He will be a Bankrupt in two years"

To charge him with creating his own
misery and a man not to deal with him.

In action by the person, in this case it
was a case by the person, in this case it
was that the man was published in the
lawyer who had to "He is a Bankrupt"

There is a letter in the manuscript which is
relating to the case. In the case, the man
said "Bankrupt" it would be sufficient
to say to the man, "He is a Bankrupt"
as a lawyer. The words "Do not state
with

St. 1831
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1. 1831
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5. 1831
6. 1831
7. 1831

Alfred Russel

[illegible][illegible]

the same. Looking at it in a microscope
and in his hands are collected

Mr. [unclear] is [unclear] in [unclear] office.
Mr. [unclear] is [unclear] in [unclear] office.
Mr. [unclear] is [unclear] in [unclear] office.
Mr. [unclear] is [unclear] in [unclear] office.

Spencer's Magazine

active. But some, claiming a better
 in an office & to be a kind of substitute
 with most of ability, are not estimable.

In 1858 there were 189, 2nd 1860, 200, & they
 increased by 1861 to 210, and in 1862
 another 100,000, and action & results.

Feb. 1858
 1859
 1860
 1861
 1862

Charging a person in office with a person
 with inclination, and some of which

regularly, are a kind of substitute
 in fact. When the work is done

of the same is about to have been a person
 with reference to the 1860 office in charge

in a 1860 person in charge, & they, if
 the same themselves, to be a person in

to the 1860 office in charge, & they, if
 the same themselves, to be a person in

the same in fact. In general, when the
 work is not active, 400,000, then to be

a person in charge, & they, if the same
 themselves, to be a person in

the same in fact. In general, when the
 work is not active, 400,000, then to be

a person in charge, & they, if the same
 themselves, to be a person in

1860

1860
 1861
 1862
 1863
 1864

1860
 1861

1860
 1861
 1862

Epistle 1140

think the fact is accurate and that it
 would be more correct to say "the thing"
 which taken in connection with all the
 papers found between the parties to the con-
 vention remains uncertain cannot be
 made certain by an inference. It can
 be made certain only by a reference to
 some other source which is cer-
 tain. An inference can therefore never
 stand the meaning of the words beyond
 their proper import. R. I. B. Burnham
 may have meaning a long list of civil
 cases the inference is not good. But if it
 has been ascertained that the Def. had a long
 list of civil cases that in a certain
 case but for the Def. spoke the above
 words the inference would be good

1. B. 146
 1. B. 146
 1. B. 146

Comp. 68
 2. B. 146
 1. B. 146
 1. B. 146

on "the other half an acre of my own"
 in inference the case which was in half an
 acre" after it was bequeathed the inference is
 the. Then an inference is conceivable
 a long one is conceivable. If the inference is

Gr. 1. 146
 1. B. 146
 1. B. 146

1. B. 146
 1. B. 146
 1. B. 146

the case

Private Papers

perjured themselves in a certain degree
 that is over a fault. The insurance in
 the case of the Disobedience is good.
 as he has performed himself. insurance
 over a fault. The insurance is
 in substance. The person is in a
 state of the world, the linked in insurance
 and cannot make certain. The insurance
 is a fault. The insurance is not good.

1841
 1842
 1843
 1844

When an action is brought for some loss
 to insure in trade, the person who is
 in the action in the Disobedience is the
 as the time of the action of such a
 trade of. That the Disobedience has been a
 person who for many years has been a
 there are however, cases to the contrary which
 the Disobedience has been a
 a Disobedience at the time. It is a case
 of the Disobedience has been a
 by the Disobedience.

1845
 1846

1847
 1848

1849
 1850

Private Strength

have the words in them

... words in a single language and
... words of the same
... words of the same

... words of the same

... words of the same

... words of the same

... words of the same

... words of the same

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... words of the same

Private Words

actually. If it were the intent to charge
a crime for any thing done in the
course is actualized is clear the words
are actualized then a somewhat involved

Part 1
Page 15
Section 10

I will make you an example of a
famous case. In 1811 the people of the
United States were told that the
President had been assassinated.

Part 1
Page 15
Section 10

In 1811 the people of the United States
were told that the President had been
assassinated. These are actualized

Part 1
Page 15
Section 10

In declaring the word to be actualized
the words were spoken "loudly and
clearly" by the word "actualized"
clearly, not necessary

Part 1
Page 15
Section 10

The Declaration, which states that the
President was assassinated. This is a
necessary. Saying that the words
were "spoken" loudly and clearly" is suffi-
cient without saying in the hearing of
the people of the United States, hearing of the
people of the United States

Part 1
Page 15
Section 10

Part 1
Page 15
Section 10

Private Property

Though generally, action is not easily
 realized, the presumption may be circum-
 stances be admitted. In the case of a

1. Person
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 100. The

identical circumstances which allow
 the probability of practice. As if a slave
 of a servant is given by a former master
 or mistress, or otherwise acquired. Though
 the practice must be proved.

So where one is confidentially and in
 of warning to another, and of service. It
 will be a private property. The words used
 below, not actionable though special damage
 are not shown. So of a slave used in a
 manner of legal proceedings. In Allegations
 in articles of the peace. It seems if the fact
 applies to the jurisdiction of the court
 charged. So.

So the protection of a slave is not
 generally actionable. Even if the law
 is made by statute at the time. But the
 law is not so. It is regarded as the
 law. So there is a private property

Private Memoir

and now since I have heard that I was
charged for stealing & such, no action in
this Court & I am confident the Defendant
will win however & no justification.

Apr. 1. 1.
B. 1. 1.

Words & intent by pressing and pressing
questions by the High Court, are not action
matter. I have you say I am persuaded of
Beverly that it will have it.

1. 1. 1. 1.
B. 1. 1. 1.

The General Court in England either
a Council, that the High Court the words or
that they are actually for want of justice
as in the case of confidential communication
the Court in England the General Court
includes all referred to even that the words
were true or otherwise justified except
such as arise from the High Court
to a discharge. The general character of
the High Court as to the crime charged may be
given in mitigation of damages but
this particular of the same crime as
high charged against where the charge
is particularized and then the
charge.

1. 1. 1. 1.
B. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.

1. 1. 1. 1.
B. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.

Private Property

Charge is given. In England a special justification cannot now be given in war
 under the general Act. Sec. 218

Sec. 218. It cannot be said always that the words
 "in war" in England the truth of the
 words cannot be given in evidence even in
 justification of a charge.

Sec. 219. The truth of the words is always a matter of
 evidence. In the case of the *Queen v. Dudley &*

Sec. 220. In some cases the Def. may justify charges
 by words in themselves not false and

Sec. 221. Also - As where false words are published
 in a course of justice or in a declaration or

Sec. 222. cannot be kept by the Deft. wgt. the R. G. - or
 in articles of the peace and order &c. or

Sec. 223. may also in giving charge of another to
 an officer. But if the Deft. charge arises

Sec. 224. not recognized by the jurisdiction to which he
 is attached or by the law of the country

Sec. 225. of jurisdiction. See on *Ex parte* 571
Ex parte 572. *Ex parte* 573. *Ex parte* 574.

Sec. 226. *Ex parte* 575. *Ex parte* 576. *Ex parte* 577.

Private journals

is, if the person charged in such declaration
 or articles of complaint though he
 were a private member of the House, justify

saying that the complaint was a mere
 calumny. In this case it is a charge

of Justice. It is not a charge of a wilful
 & malicious injury, but of a mistake in a

plaint to a Grand Jury or to a Judge
 or in an indictment. It is a charge of

calumny, and is a violation of the
 of precedences observed to the members of

It is of course, not a charge of a
 person accused before a House & Members

It is of course, not a charge of a
 continuance of a House & Members

the charges were false, malicious and
 groundless. It is a charge of

Though the Calumny and malicious and
 without motive and without a complaint

an action for a malicious prosecution
 will lie in a general in the case

and

1. In 1794
 2. In 1795
 3. In 1796
 4. In 1797
 5. In 1798
 6. In 1799
 7. In 1800
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 90. In 1883
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 92. In 1885
 93. In 1886
 94. In 1887
 95. In 1888
 96. In 1889
 97. In 1890
 98. In 1891
 99. In 1892
 100. In 1893
 101. In 1894
 102. In 1895
 103. In 1896
 104. In 1897
 105. In 1898
 106. In 1899
 107. In 1900

Private Property

suggested by his friend son of being, but
 that they were not suggested of this law
 an action lies. 2. Pl. in. to law.

Proof of the facts however make no difference
 between this being suggested or not
 suggested. It has been decided, that for the
 purpose of mitigating damages in favour of
 a client an agent may be shown to
 have acted in the best interest of the client.

2. Pl. in. to law.
 2. Pl. in. to law.
 2. Pl. in. to law.
 2. Pl. in. to law.
 2. Pl. in. to law.

In a subsequent case it was held that
 an agent is never liable for damages
 caused in depending on his client's counsel. In this
 case, it is shown that he was influ-
 enced by the client's son. 2. Pl. in. to law.
 not a liability for the same.

2. Pl. in. to law.
 2. Pl. in. to law.

When there are two such as charging
 negligence against the other, and the other
 is not a party to the whole, the damages
 are not to be awarded until he is arrested
 and a decree is made against him. 2. Pl. in. to law.
 The same rule is in the case of 2. Pl. in. to law.
 2. Pl. in. to law.

2. Pl. in. to law.

2. Pl. in. to law.
 2. Pl. in. to law.
 2. Pl. in. to law.

Special Damages

In actions for wrongs, not in themselves actionable
Special Damages must be stated for the
the goods. *See* 20. & 21. 120. *See* 21. 120.

To which the words are actionable, the *19th* must
state as to Special Damages, but in this
case he can prove no other Special Damages
than what is stated specially - though he
can prove general Damages - *See* 21. 120.
In general, such general Damages
being laid. *See* 21. 120.

To which the words are actionable, the *19th* must
state as to Special Damages, but in this
case he can prove no other Special Damages
than what is stated specially - though he
can prove general Damages - *See* 21. 120.

To which the words are actionable, the *19th* must
state as to Special Damages, but in this
case he can prove no other Special Damages
than what is stated specially - though he
can prove general Damages - *See* 21. 120.

In case of damages it is to be noted

Epistole Morsing.

called as calling and then of course a
 factored it is sufficient to show, pounds &
 probably damaged - but in this case no action
 lies, if the Debt claimed the bill of exchange
 L. 100. 10. 0. But the bill of exchange
 has signified a design to diminish it. It is
 sufficient also, that the words lead to a
 suit. And it was it decided in favour of the
 younger son.

27.
 28.
 29.
 30.

31.
 32.

The recovery of damages is a bar to another
 action for the same thing, whether the words
 are rationally for the same.

33.
 34.

For example, it was necessary to show the same
 precisely as laid it is now sufficient to show
 the difference. But the same words may be
 shown to be the same.

35.
 36.
 37.

38.
 39.
 40.

In action of, however in general the bill of
 exchange, the words shall are given on
 case of other words of a similar kind for
 use at another time and even after the
 action brought and the issue to be in a
 question of damages. But the same is
 the

41.
 42.
 43.

Since 1870.

the principle: For 1. Words not intended
may be then proved 2. Words not intended
which may apply to the proved: are a
foundation for a distinct action - 3. Words
spoken after action brought may be then
proved. The true object is to show practice

For 1. Words spoken at another time
are given in evidence under the rule. The
Def. may prove them true to rebut the in-
ference - Where words not stated and for

him at a different time are proved they
must be similar to be changed in proof

5th. in Rhinque that they must be the proved
words only. But I think it better that they
may be words similar. The truth of them

only if they decided upon by words at a different
time to give practice. And there are

many decisions pro and con -

The English W. of Statutes as to Plans
do require that the action should be brought
within two years from the time of discovery

The rule is to be strictly followed
in all cases

Operate on

actionally in themselves. The old people
limit the action to 2 species. Words as ac-
tionable are just combined in the mind.

A joint action of a number of words
will not be. In the 1st. The 1st. The 2nd.
The 3rd. The 4th. The 5th. The 6th. The 7th.
The 8th. The 9th. The 10th. The 11th. The 12th.
The 13th. The 14th. The 15th. The 16th. The 17th. The 18th.
The 19th. The 20th. The 21st. The 22nd. The 23rd. The 24th.

Private Property

10. Slaves by (writing) or
(libel)

11. 21. 26. 1. Whatever words would be admissible if
spoken are clearly libel when written.

2. 21. 26. 2. But written libel is a more aggravated
injury as having a more extensive
circulation and being always deliberately
committed. The rule is, libel is always
a crime from libel being 5th up
a libel differs from slaves by words in
that only that is admissible in writing or
printing - perhaps the reason is that
many words if spoken and not written have
gone are not admissible when written that
they may be admissible as being libels.
If the rule is not to extend to the rule is
a rule.

3. 21. 26. 3. Definition of a libel - any expression
information of a person being in the
public by writing or printing to
create reputation or to upset the reputation of a person.

Chara *maritima*

in proceeds against contempt or refusal
with consent to a bill. The deposition
before chiefly to have been framed with re-
ference to likely considered as a bill of
law. Of these persons - but a sitting, he
settled.

For Exd. in general there are two re-
sponses. By Enrichment & an offence
of the Public Property Act, is being
a civil injury & will as a public offence.

It is said, that the general rules rela-
ting to real property apply to cases of injury
to real property. — Do the same rules
apply to cases of injury to real property
in the case of a person who is charged
with the crime of murder? — But nothing is construed
a rule which is necessary in a course of
legal proceedings. It is a violation
of the law, after all.

the action will not be the publishing a
true account of a trial in a Court of Justice
where the life character is injured by it
and a court would be the fault of a trial

Private Property

instrumental in making it public it is
as the guilt of actual publication.

The sale of a letter in book form, or
other form, is prima facie evidence of
actual publication, and the "copy" of a
letter on the book form - Ex of a letter
in the Defendant's possession.

2. Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.

Ex of printing a letter in a book is prima facie
evidence of actual publication.

2. Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.

Ex printing it in the press, or publication
is a publication in law - and the person
convinced is guilty of publishing, where it is
printed - Signing it in the presence of
others is a publication. But repeating
part of a letter in conversation without
malice has been held to be no publication.

2. Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.

Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.

Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.

Printing it to the person who is the subject
of it is a sufficient publication for a pub-
lic publication. But this will not support
a civil action. 1. Ex. 1. 1. 1. 1. 2. Ex. 1. 1. 1. 1. 3. Ex. 1. 1. 1. 1.

Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.
Ex. 1. 1. 1. 1.

If the letter was a friendly communication
it is sufficient for a public publication.

Private Words 2

unblessed one. Disfranchisement or ba-
nishment

Environ. action of

This action of force origi-
nally lay only in cases where one ground
was refused to deliver an accused but
eventually there have been other cases
of force and coercion. Hence also
the movement to England of Minors, in
many other cases. This action is varied
from the E.P. of Westminster 2. 1. 1. Ed. 1.

White Group

The first of quarrying is very unusual -
there is no quarrying action - quarrying
is generally static in England though not
always in England or here. Manner of
striking volcanic but involvement "ind-
ian" not hair-fall.

Ed. 382
19.1.1. 33
2. 19.1.1. 245
2. 19.1.1. 312

3. 19.1.1. 153

19.1.1. 153
19.1.1. 153
19.1.1. 153

This action has superior action by
region of life certainty being required in
describing and because in the action con-
ger of life is not allowable as in Detonate.
Conversion is a wrongful spinning to
depth of poor, if another will they were
is and 3. 19.1.1. 354. 6. 19.1.1. 354. 3. 19.1.1. 354.
2. 19.1.1. 354. 1. 19.1.1. 354.

19.1.1. 354
19.1.1. 354
19.1.1. 354

The Diff. of action is always superior to
have gained superior action. But the
action is a well at Detonate where the
original volcanic action action action
action action action action action

19.1.1. 354
19.1.1. 354
19.1.1. 354
19.1.1. 354
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19.1.1. 354
19.1.1. 354
19.1.1. 354

Private Property

evidence of conversion in these cases, and
 hence there must be a manifest
 intention to convert -

1. A taking, taking is itself a conversion
 in law. 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

2. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3. By intentional after - 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

4. Intentional after - 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

5. Intentional after - 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

6. Intentional after - 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

7. Intentional after - 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

8. Intentional after - 287. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Private Property

probably it is done in accordance with law
1. Mar. 1848. 2. B. 1848. 3. B. 1848. 4. B. 1848. 5. B. 1848.

Mar. 1848. In this case the Plaintiff is a free
quaker - Plaintiff's part of a quaker of

Mar. 1848. Mar. 1848. Mar. 1848. Mar. 1848. Mar. 1848. Mar. 1848.
before of the quaker Mar. 1848. Mar. 1848. Mar. 1848. Mar. 1848. Mar. 1848.

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Epistle to the Romans

& if the Def. wrongfully refuses to relieve
 a Roman. If indeed, there is been
 an actual seizure, as by seizing, extra
ing, selling &c. a sum and refusal
 are not necessary to the right of action, though
 the possession was lawful. But a refusal
 to relieve on command is itself a con-
version or unlawful detainer. For it may
 be justifiable if there is not suffi-
cient evidence of ownership, accompany-
ing the sum. So, the Def. may have
 had a claim on the property, as an unke-
per a sum &c. or it may have been
destroyed without the Def. guilt, or lost
 or stolen at supra. A sum and
refusal therefore, are only evidence of a con-
version or unlawful detainer, and the
only prima facie evidence. 3. Per 1212.
 4. H. R. 135. 5. Per 1312. 6. Per 1312.
 112 and 1312 to be conversion.

1. Per 1312.
 2. Per 1312.
 3. Per 1312.

4. Per 1312.
 5. Per 1312.
 6. Per 1312.

7. Per 1312.
 8. Per 1312.
 9. Per 1312.
 10. Per 1312.

11. Per 1312.
 12. Per 1312.
 13. Per 1312.
 14. Per 1312.

15. Per 1312.
 16. Per 1312.
 17. Per 1312.
 18. Per 1312.

19. Per 1312.
 20. Per 1312.

Hence if the per find only sum and
refusal, the Court must decide for the
 (Def.)

21. Per 1312.
 22. Per 1312.
 23. Per 1312.
 24. Per 1312.

Private Writings

181. I find of goods has no less an
 name for his species and trouble and then
 "as cannot justify a relation - 2d. 2d. 3d.
 3d. 2d. 3d. I am, having good, from

181
 2d. 2d. 3d.

then put them into the hands of a third
 person and the numerous of the same -

2d. 2d. 3d.
 1. 2d. 3d.
 2d. 3d.
 3d. 4d.
 4d. 5d.
 5d. 6d.

this is common. I want to be for
 correction by himself, think it to be the
 use of his Master and even by the Mas-
 ters word. His Master being in the

2d. 3d.
 3d. 4d.
 4d. 5d.
 5d. 6d.
 6d. 7d.

house of. asked him to take it. He refused.
 He was killed and partly of a horse and
 he was then in the interest of a master

2d. 3d.
 3d. 4d.
 4d. 5d.

If goods are sent to A. to B. not to receive
 B. put in order to answer a particular purpose
 with A. In which case it is answered. I
 may please for these after the same.

2d. 3d.
 3d. 4d.
 4d. 5d.
 5d. 6d.

Perhaps is giving the goods to B. and
 then send it on purpose to return and to
 answer A. B. and C. and D. and E. and F. and G. and H. and I. and J. and K. and L. and M. and N. and O. and P. and Q. and R. and S. and T. and U. and V. and W. and X. and Y. and Z.

Private Affairs

to the case of administration, he should be
 the only person for the H.G. to have
 had the absolute ownership of the thing.
 To a father who maintained the action
 against a third person, he having the general
 property. To a father having
 special property, may perhaps in all
 cases, maintain the action against a stranger
 or a third person. a third person
 against a - To a Sheriff who has taken
 possession of a thing, may maintain it.
 To a father for years, of a house then owned
 by a third person for the benefit of a
 stranger. To a third person (property)
 To a person alone give a right to
 maintain the action against a third person
 or a third person give a right to
 give him a third property, which will
 prevent the action against him having
 the special property must be acquired
 before he acquires a third person and so
 on. To a father of a third person without a right
 of

5 B. 2. 211.
 2 B. 2. 211.
 2 B. 2. 211.
 2 B. 2. 211.

1 B. 2. 211.
 2 B. 2. 211.
 2 B. 2. 211.
 2 B. 2. 211.

2 B. 2. 211.
 2 B. 2. 211.
 2 B. 2. 211.

2 B. 2. 211.
 2 B. 2. 211.

2 B. 2. 211.
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 2 B. 2. 211.

2 B. 2. 211.
 2 B. 2. 211.

Private Writings

of right it gives no special property, as
 not strangers - In a right of property is
 sufficient as when the staff having goods
 of the owner obligated to deliver them to the
 P.C. & S. Executor the action law's through
 the P.C. never has possession

Exp. 576.
 1. Paul P. 68.
 1. Paul P. 2. 9.
 1. Paul P. 242.
 1. Paul P. 280.
 1. Paul P. 286.
 1. Paul P. 288.
 1. Paul P. 292.

But a property of some kind is necessary.
 In which the P.C. had sent an order for delivery
 to be delivered to his servant - and the trades
 man delivered them to the servant's debt?
 an action brought agt the debt in favour
 of the purchaser - for no property vested in
 him for want of delivery. Even if they
 he been given to the servant of the P.C.

Cal. 17.
 1. Cal. 17. 25.
 1. Cal. 17. 286.
 1. Cal. 17. 288.

Cal. 17. 286.

The unauthenticated Receipt may be
 taken by a stranger.

Cal. 17. 286.
 1. Cal. 17. 288.

Receipts and Receipts must not be given
 but given for a purpose in the testator's life
 time - here he may take receipt after death
 to avoid a disposition. The will supports

Cal. 17. 286.
 1. Cal. 17. 288.
 1. Cal. 17. 290.
 1. Cal. 17. 292.
 1. Cal. 17. 294.

It is held that an account of a person
 in the testator's life time is a receipt by itself

Cal. 17. 286.
 1. Cal. 17. 288.

Private Memoirs

of taking in his life time, and seeing after
 means for the time of seeing lay in the hands
 of the ^{2nd} what then? Was not the
 taking tedious? The Court considered the
 measure, and it is in the history of life
 time. A. But the right is given to be
 founded on the new liability to the Phila.
 is of no use at all, but the Court is never in the
 possibility of his being liable and this, always
 said. In the "Quilman"

Ex. 177.
 Phila. 1865.

1. Ex. 177.
 2. Ex. 177.
 3. Ex. 177.
 4. Ex. 177.
 5. Ex. 177.

It was necessary to A. the peace of the
 Court by releasing them back to the bailor. The Court
 considered himself from. It is clear, and
 such release is effective to bar an action
 by A. even if the release is made in person
 the action is barred. The Court has refused to release to
 him. It is at the instance of the bailor to
 release.

1. Ex. 177.
 2. Ex. 177.

I believe by the Court with the Phila.
 the action for the bailor and the
 Court is at the instance of the bailor to
 release.

1. Ex. 177.
 2. Ex. 177.
 3. Ex. 177.

Albino's Stripes

was first sent the Parties & then returned it
again. Concerning the colour attached
a right of property in the Parties was
said the Parties a matter of the action of
them for the better value. But the saying
that was action for the better value.

St. Louis, Mo. 1890

Private Property

What are not not his right of property. It only
 obligates the possessor. 1. 581. 5. 266.
 1. 200. 243. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.

2. 42. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 But when the con-
 version consists in a taking of the
 property, it is a conversion and damages
 will be allowed for the taking. That is, in case

in conversion. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.

the property converted in the act except when
 it is returned. A finder is a finder
 of a finder is a finder to the action
 there can be but one finder.

Is a finder in land of the property he
 being found is a finder. So in trespass
 when found.

There may be maintain of a finder
 but there is a finder of a finder.

General Rule. The owner of property
 may in land maintain finder not
 only of the finder but any finder of
 the finder is a finder of a finder
 a finder of a finder is a finder of a finder.

1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.

1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.
 1. 200. 1. 200. 1. 200. 1. 200. 1. 200. 1. 200.

Private Mounds

Sale was not in Market, until 30 of the
date in Market. First was by Quire
I bid 450. Gp. 579 1. from 185.

1. Dec. 1852.
657.
Feb.
Sat. Aug. 9. 1853.

There is an exception to the above general rule
so far as relates to Money, that the first taken
in case of money and Bills of Exchange
never for these cannot be brought into suit
the first taken by process of execution, where
they have been paid over to a third person
on a bona fide consideration. Plaintiff
See the case in Barrow v. Bank of India
and paid away for a valuable considera-
tion.

2. Dec. 1852.
657.
Feb.
Sat. Aug. 9. 1853.

3. Dec. 1852.
657.
Feb.
Sat. Aug. 9. 1853.

Money will lie for personal & chattel, in
general. This action lies for debt in action
of any kind, though only circumstances of property
and the debt, money, note, alleged. 2. Dec. 1852.
See 1852, that it lies not.

4. Dec. 1852.
657.
Feb.
Sat. Aug. 9. 1853.

5. Dec. 1852.
657.
Feb.
Sat. Aug. 9. 1853.

As it may be ascertained for debt, debt
it lies not in general for an animal property
nature. See 1852 debt property animal debt
See 1852 debt property animal debt

6. Dec. 1852.
657.
Feb.
Sat. Aug. 9. 1853.

Private Memoirs

1. A. Hanks. 1. Am. 219. 1. Pol. 5. p. 4. Pl.

2. 35. 1. Am. 213. 1. Pol. 86. Feb. 220. Gr. 5. 120.

3. In the same animal, a. 200. Feb. 220.

4. In June case, though not purchased,
being merchandise and valuable. Cf.

1. Am. 213.
1. Pol. 86.
1. Am. 219.

5. Hanks. Part B. It was public for a negro
slave in England or America. 3. Am. 340. 1.

1. Am. 213.
1. Pol. 86.
1. Am. 219.

6. Am. 213. Part B. 2. Feb. 220.

It will not be for the ownership of a li-
cense because it is not private property -
but is a public offence. It will however
be for a copy of a record.

1. Am. 213.
1. Pol. 86.
1. Am. 219.

7. Has been holding that it is not for money
unless in a Bag B that it might be in-
debt to a man.

1. Am. 213.
1. Pol. 86.

8. In 18th case it is not for the object
of not to recover in specie but damages.

1. Am. 213.
1. Pol. 86.
1. Am. 219.

9. It was for money not this circum-
stance. If a person were to lose her

1. Am. 213.
1. Pol. 86.
1. Am. 219.

10. money at her house by the 18th
case. If her goods are pawned, the owner

1. Am. 213.
1. Pol. 86.
1. Am. 219.

11. must retain them after the loss of the
money.

Pirate Writings

money - 5. Bar. 264. In case 244 Ep. 390.

P. H. P. 72. W. C. 834 L. Ray 715 L. Am. 238.

Vol 122. 1. Am. 220. It appears in a note from contract the donor cannot be bound

1792. 332. In case, till he has received the money advanced and it seems the interest. The action being not to enforce but to be paid. Since after the contract there is an equal action. A hard gift of goods

1792. 332. without some act of delivery we not transfer the property of goods. as the action will lie in such case as the donor has having taken possession. In *Wittam's case* it was held that the gift by deed was complete.

1792. 332. But following the key of the donor when the goods are lost to the donee by theft.

1792. 332. The tenant in *Wittam's case* found himself of a shabby servant, maintaining them. Now a gift in *Wittam's case* was a case where the donor is taken of by a thief. But the gift is complete if the gift is by deed.

Private Writings

Time of conversion, must be averred - In
 one case, for the conversion of Judgment was
averred - Esp. R. P. 388. 1. Nats. 135. Or Dec. 428.
 1. Com. 224. Or 68. 99 - where the time of
conversion was law before the time - the
 "afterwards, conversion" was helden, suffice
ent, and the verdict was - In R. to the
arrest of Judgment -

2. Nats. 344.
 1. Com. 389.
 Or Dec. 428.
 5. Dec. 206.

1. Nats. 112.
 1. Dec. 344.
 1. Dec. 344.
 1. Dec. 344.
 1. Dec. 344.
 1. Dec. 344.
 1. Dec. 344.
 1. Dec. 344.

The thing, must be described with cer-
tainity - and generally with
great accuracy - "Goods described" has been
helden insuffice - As to the presupposition of
alleging the value of the goods - see 5. Dec. 275.
 Or Dec. 130. 134. 3. "There was value" 5. Dec. 288.
 It is not necessary, according to affirmation
 588. Or Dec. 142. In Ex. 484. 2. Dec. 420. 5. Dec. 444.

1. Dec. 344.
 1. Dec. 344.
 5. Dec. 246.

It is said that there are only two good
pleas in conversion: viz. General Issue and
Relief - Many have been allowed Relief
 1. Nats. 146. Or Dec. 75. In 1078. Dec. 115. In 115.

1. Dec. 344.
 1. Dec. 344.

But a justification may be given in con-
version under the General Issue - The 115

Private Wrongs

of Limitations in Court. Do not run
ag't. I never even when concurrent with
Pres. - Lw.

Private Property

Section of Assault and Battery -

Assault is an attempt on foot to do
 a corporal hurt to another by force without
 a deadly weapon - & leaving a weapon or gun in
 a threatening manner - or presenting a
 gun - drawing and waving a gun - point-
 ing a pistol - fist &c at one within the reach
 of the arm without striking upon the
 person by an offer to beat. This is an
 imputed violence and amounts to an
 injury. Though no actual damage is
 sustained. But a gesture, otherwise a
 movement to an assault, may be explained
 by words so as to fall short of an assault.
 If A says he has his hand on his sword and says
 "if it were not for this sword" &c. For the
 intention, must operate with the act to con-
 stitute an assault. Words alone then can
 not amount to an assault. There are
 however several opinions to the contrary.
 But threat of bodily hurt producing ac-
 tual inconvenience is an injury to the
 subject.

Private Wrongs.

4. Interrupting one's business. And the remedy for this is trespass.

Battery consists in the actual commission of violence upon the person of another. The least degree of it, done in an

angry, spiteful, insolent or rude manner is a Battery. 4. Spitting in the face - striking on the toe. "The condemned beating of another". It is a battery, per se unlawful. 2 For it may be justified.

Every battery, includes an assault. Proof of a battery, will therefore, support a charge of assault and battery.

Menaces of bodily hurt, though not amounting to assault (for words alone can not constitute an assault) are in some cases, actionable injuries. When they occasion an inconvenience, they are actionable. Otherwise not. The action is trespass for it is indecent violence.

In Battery, the injury must be unlawful. But it is not necessary to establish

Rep. 1. 234.

1. Dec. 1841.
6. Mass. 149. 172.
1. Com. 589.
1. Hawk. 134.

3. Bl. 120.

3. Bl. 120.
Sed. 404.

1. Com. 137.
1. Hawk. 134.
Sed. 387.

3. Bl. 120.
Sed. 404.
Com. 589.
Batt. 12. 13. 14.
2. Bl. 585.

3. Bl. 120.
2. Hawk. 134.

Private Struggles

a battery, that the injury should be the
 spontaneous effect of the act of the wrong-
 doer. It is sufficient, if produced by a con-
 scientious train of efforts. In general, every
 act is a battery, by which one causes a battery.
 Suppose the action is. The defendant threw a
 egg into the market place, which con-
 tinually put out the plaintiff's eye.

1. M. 40.
 2. M. 41.
 3. M. 42.

1. M. 43.
 2. M. 44.
 3. M. 45.

1. M. 46.
 2. M. 47.
 3. M. 48.

1. M. 49.
 2. M. 50.
 3. M. 51.

1. M. 52.
 2. M. 53.
 3. M. 54.

1. M. 55.
 2. M. 56.
 3. M. 57.

The particular distinctions between the
 pass and case per se.

So, if one, having another voluntarily or
 exclusively, and the latter falls, as a third.
 the action lies, as of the first.

If a horse taking sudden fright runs
 off a person the rider is, not liable for
 the act of the horse. But, if a third person
 starts the horse, he would be liable for the
 consequent mischief. D. N. P. 15. That he
 is liable in an action upon the case.

When a person receives injury from
 an act of which he is conscious, he may
 sometimes be said to have been injured
 by

Pirate Wamp

by which it is said not. But: If the act
 consented to was legal, he has no remedy
 to do it to injury proceeds from plain
 ing, at length - here no action lies. But
 it is also plausibly conceivable. But if the
 hurt was the consequence of injuring an ac-
 tion, then, he maintains, for this is con-
 ceivable, and cannot be so just make it
 legal - and I think more fit injured - do,
 not apply, for the consent is, and I
 am not with particeps criminis?

In consentings to be beaten, and not just
 by the beating? In the civil action. But to P.P.
 But that the injury happens in an
 amicable contest as wrestling, is a good
 excuse, and were the consent, good.

If one in refusing himself accidentally
 by, but another behaves him, he is liable
 to this action. Malicious intent is
 a necessary part of the subject to the action
 of battery, as it arises for a function in
 state to it, violence though not crime

Private Arrangements

criminally. It is a general rule
that in case arising & defects seem
may be. Cause of intention seems, - this, however, is
not necessary. 1 Com. 354. Cr. Pl. 17.

But how far, accident will excuse an
involuntary trespass, has been a question
of some difficulty. According to Lord
Stowell it is sufficient to make one liable
if he has been the physical cause
of damage. This, in turn, brings a rule. For
it would not admit of even inevitable
accidents as an excuse. (If the injury hap-
pened by the fault of the party injured, it
excuses.) - It is said that "inevitable
accident" or "inevitable necessity," only.
Hall v. Baugh. 2 Mil. 410. Star. 276. 1 Full. 81.

1000- 32
1000- 100
1000- 500
1000- 30
1000- 100
1000- 100
1000- 100
1000- 100

Meaning of inevitable accident. What is
that the accident should be physically
inevitable? (If so the case in Fuller 10
seems not to be law. Where a distinct
line is taken between wanting to push
a drunken man up a wall and at-
tempting

Private Manners

attempting to assist him. for in the latter case, the accident is not physically unavoidable.) - Am. in W. Hart. 134

the Court, though they see the same "case" (situation), argue on the ground of neglect. 1. Dec 1845. Rep. 312-383.

Peuno, (Mutterly) without his fault. Hart 134.

Let if one in volensing himself strike another before, he is liable. 2. Dec 1846. Rep. 467.

Puller 116. Suppose, that if a horse, were to run away with the rider, take a fright, and in running, injure another, the rider would be liable, on the ground of neglect. And yet the immediate injury would be ^{physically} inevitable, as if the horse were not addicted to run away. B. N. P. 16.

away. But here the primary would be "on for neglect", because it is not the rider's act. (Most of the examples given suppose some neglect. As the case, but of cutting a ledge of timber, which fell on the City, and there was neglect. In the case of lopping trees. In the 1. Hart 295. 2. May 407. 3. Dec 1846. Rep. 2092.

Private Wrongs

case of Overhanging the Stern - So when
 A's lumber float, upon B's lumber

C. 26. 2573 - on Collision on the Pass

4th 1874
 2. 26. 2573
 3. 26. 2574

The Rule is clearly that where the injury
 is inevitable the Deft is excused.
 One Collision with the Chapobley, Colls of
 another. The injury cannot be said
 to be inevitable where the act causing it
 is voluntary - i.e. where the act is not the
 effect of a cause above the agent's control.

But still there is no liability if the par-
 ty injured is himself the faulty cause.

2. 26. 2573
 3. 26. 2574
 4. 26. 2575

In other cases, according to General Principles,
 if the act causing the damage is lawful
 and the agent guilty of no neglect
 or want of care, he is excused.

5. 26. 103

Shipping a Breachman - Person, as per
 Bulletin No. 8. 16. 17. - See also the Letter
known seems to be that the injury
 is not to be inevitable. In the case of
 the Marine 1879, one of a series caused
 by the Deft agent the Deft would not be excused.

Private Wrongs,

be considered as the agent, nor the act his unlawful injury was voluntary on his part (where the injury) is unlawful, the author of it, is unlawfully liable.

But, where the act causing the damage is unlawful, the author, is in some cases, either in trespass or case, liable at all events, whether there is the least suspect or not for the consequences - intentional or accidental. The above rule, as to accidental does not apply to trespass, in general.

There are three kinds of defence:

Justification or excuse. Force. Just. D. N. P. 14.

Justification - Assault and Battery are justifiable in many cases. E. N. P.

or, having legal process to arrest one, may use violence, in case of opposition, so far as is necessary to effect the arrest.

But, a battery is not justifiable unless, unless there is actual resistance or an attempt to escape. An arrest simply, will justify an assault only.

But

2. H. P. 333.
2. H. P. 1574.
12. M. 539.
H. N. 265.

1. H. 589.
2. H. 126.

1. H. 214.
1. H. 155.
1. H. 130.

1. H. 329.
2. H. 1574.
1. H. 1574.
2. H. 1574.
3. H. 1574.
1. H. 1574.

Private Wrong

But a "Molliter manus imperpetratus" in making the arrest, is justified tho' no persistence &c. 2. The 1045. 2. Nel 345.

1. Can 155. B. M. P. 14. 3. Can 355

5. Can 355.
Spinn 287.
1st 82 93 94.
2. W. 193.
3. Lev. 404.
Ed. P. 314.

The plea of "Molliter manus imperpetratus" goes to the justification of the battery, as well as of the assault - but not of knocking down &c.

3. H. 45.

Battery is justified on the ground of self defence - And one strike, one first, or any strikes him - So, an assault by the Plaintiff is sufficient to justify a battery by the defendant as if the Plaintiff left a weapon &c. The plea in this case is "Self assault &c."

1. Can 589
B. M. P. 14.
Ed. P. 315

But there must be some proportion between the assault or battery by the Plaintiff and that by the defendant. Thus, every assault or battery, however small will not justify even battery, however great and the proportion is a question of evidence. A small blow will not justify a mayhem. Plaintiff strikes the defendant a single immediately causes and

11. June 43.
B. M. P. 14

Can 589.
Ed. 286.
Ed. P. 315.

Pirate's Wrong

The Plt. is, mayhemed the Def. is justified
 even, if the Plt. gives a slight blow, and
 the Def. in return, strikes, for a mayhem
 here. The plea in this case is, "Self defence"

concerning it is that the first assault pro- Pleas. off.
 ceeded from the Plt. and that the Def. Ch. P. 341
 struck in Self Defence - But Mayhem Sal. 645

if force, is not justified by the Plt's as- 1. Plt. 141
 graving wound the Plt's act, might even Ch. P. 341
kill the def's life - or members Sal. 645

as to the Replication de injuria &c. 1. Def. 141
 2. Ch. 66

If the Plt. was the blameless cause of
 the battery (things he did not strike or
 threaten to strike) the Def. is justified, in
 some cases, as where the Plt. bit the Def.
 on which the Def. was sitting, and the Def. 1. Plt. 141
 bit off the Plt's finger - Sal. 645

But the mayhem occurring 2. 4. 141
 in this case, seems to have been justified by
 the Plt's attempting to gouge the def.

or when the Plt. thrust his weapon into the
 def's head, and a scuffle ensued, the Def.
 justified - 1. Plt. 141
 Ch. 66

Baruch

Rinaldo Briggs

Parents are justifiable in giving children
reasonable correction - Master vs. Servant

8th P. 155
10th P. 146
11th P. 146
12th P. 146

Abol. Master vs. Debtor. Lady vs. Pri
vacy. In accordance to give a Husband
his wife 1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th. 11th. 12th.

These relations constitute special just
actions - A man may justify a Pat

8th P. 146
10th P. 146
11th P. 146
12th P. 146

ter in defence of his wife and children.
So of Parent and Child. And it is clear

that a Servant may justify in defence
of his Master. But is necessary Law.

1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th. 11th. 12th.

1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th. 11th. 12th.

8th P. 146
10th P. 146
11th P. 146
12th P. 146

The Battery is defence of the wife and
children to prevent her from being injured and

not otherwise.

No one may justify a Battery in defence
of his property. So it is necessary to be

8th P. 146
10th P. 146
11th P. 146
12th P. 146

a servant to be. But if there is nothing
more than a mere entry on another's

estate which implies force on his part he
cannot justify in a Battery without a

Private Wrongs

request to depart. In case of entry on
land, however, the entry must in plea-
ring, be justified not as a Distress, but
as a prohibitor manus &c. B.N.P. 19. 19. 12mo 35.
E.N.P. 314. 315. 10 Reg. 65. Ed. 404. 5. Com 355. 8. 48. 48. 3
Cant. 3

The last rule, contemplates the owner
of property in possession, and relate to his
right of defending his possession. But when
he is disseised or dispossessed, a different
rule now obtains, tho' as to real property,
not known to the Com law.

At Com law, one who has a right of
possession or entry on land, was allowed to
recover possession by force, from the dissei-
sor or dispossessor. But, now by several
English Stat^s (the first of which is the
28 Richard 2^d) one may not enter on
lands of which another is in possession
(as by holding over, after a term expired, or
tenancy - or disseisin except in a
peaceable manner) - the same law by Stat^s King.
Stat^s in Com^t - The Stat^s under
plate

Private Property

injection that only happens, which are
in some way, and in some degree aban-
doned by the owner. As in the case of a
loan, when the property is given by the lender
and in the case of a conveyance of which the
property is neglected by the owner and va-
cant. Merely taking a journey, is not
an abandonment. To give up the ac-
cess, right to life, force,

In case of personal property, the owner is not allowed at common law to require possession by force unless feloniously taken.

Education never justifies a Policy
let men mitigate the wrongs —

A. Everett cannot justify a Policy in
 favor of his Master's goods

Should not Prison at different times
cannot be said with a Continuance in
Prison, Prison, as Prison is. For an Prison
of one entire individual Prison Chap. 808.

To a Battery in the West the Husband
and Wife should join and the injury
should

Private Wrongs

should be laid as common injuries—
 For the Husband, is committed, by the 4
 power and cost of doing— and the wife
 is personally injured and the damage
 should be given to her. If damage are
 laid, as common of the Husband only
 judgment will be arrested. If the P's
 are not Husband and Wife, it must be
 pleaded in statement. If a Battery has
 been committed agt. the Husband and
 Wife, he alone must sue for the injury
 to himself? If both join in the case
 for both batteries and general damages,
 the writ shall quare the Husband, of
 his battery. If joint damage, judgment
 will be arrested repleaded in toto.

Ed. P. 316.
 L. Ray 1218.

Ed. P. 321.
 Stra. 490.

Ed. P. 316.
 L. Ray 1208.
 1 Ed. 782. pl. 2.
 Co. Liu. 605.

Ed. P. 316.

The P's. may lay the aggravation of
 damage, if (said) injury, be so, for
 which he could not himself recover
 E. assaulting Breachy— In fact to
 aggravate damage, with show how ever
 many the trespass was?

Ed. P. 314.
 3 Ed. 616.

Private Wrongs

In England, a justification must be pleaded in case of a Battery. As "an assault on a person". In other cases of crimes (i.e. where the Def. on the facts shown, is prima facie a trespasser -

But circumstances which attend the transaction (as words spoken at the time, tending to create animosity in the Def. &c.) may be proved in mitigation of damages though if pleaded they would have been a justification. If the Def. justifies an assault &c. he must confess the Battery, or the plea is ill - E. Plea that the Def. has been away with him acc. his will &c. for there was no battery by the Def.

The general replication to a plea of an assault &c. is *re injuria &c.*

If the Def. pleads an assault &c. and the Pl. can justify the assault he must reply it specially. For he cannot give his justification in evidence under the general replication *re injuria &c.*

Private Notes

A plea of excuse may be either pleaded or given in evidence as in the
 precedent of E. M. P. 17. E. M. P. 17. E. M. P. 17.
 4. Nov. 1844. - To the plea of "And litem
 manus" the P. may hold, "as an
 act of violence" (which Mr. Gault's reply
 includes a denial of the justification)
 or "an outrageous battery" also here,
 ruled to be - The P. is not confined in
 proof to the time, laid in the Declaration
 but may prove any battery (not barred
 by the Act of Limitations - So a special
 plea must cover all the time - it must
 be as broad as the Declaration -

5. Carr. 306.
 6. Penn. 381.
 7. Litch. 146.
 8. Com. Dig. 1.
 9. "Plea" 15.
 10. "Plea" 15.

11. Penn. 306-4.
 12. Litch. 146.
 13. Penn. 381.
 14. Com. Dig. 1.
 15. "Plea" 15.
 16. "Plea" 15.
 17. "Plea" 15.
 18. "Plea" 15.
 19. "Plea" 15.
 20. "Plea" 15.

Must the Def. traverse as to prior and
 subsequent time, when he pleads "Em
 apant" "Violence" &c. It seems not. For proof
 of the P.'s apant, in any way is sufficient.
 The P. is driven to a "Moral Apigument"

21. Penn. 306.
 22. "Plea" 15.
 23. "Plea" 15.

In the plea should be as broad as the De. & P. 17.
 covering as to the subject matter, i.e. it
 should cover the whole injury. E. M. P. 17.
 17.

Private Arrangements

Diff. charges against Petting and mending a plea, reaching the Petting and not the mending, if ill C. 22 268.

For assault on a man, the whole proceeds. For the same, are "that the Petting is an assault" and that the Petting has and there ~~defending~~ himself, and if any damage or hurt it happens to - Even, if Mollie is injured, that they not answer the allegation of mending.

The justifications, grounded on the relation of Husband and Wife, Servant to the assault, must be averred to have been made to prevent injury to the Husband's wife Master &c, and not by way of revenge. The Wife cannot plead alone; the Husband, must join in all cases.

A former recovery of damages, against the Petting is another is a good plea in bar, for the uncertain damages are reduced in some jurisdictions which take account and satisfaction in necessary expenses.

Private Writings

Judge Hurd's reason is, that in case of
lost savings, being uncertain, the P.D.
might multiply actions, from the hope
of obtaining more. In case of certainty,
the sum being certain, he has no such
inducement, if the original Def. is solvent.

The rule, holds even if further damage
accrues after the first recovery. For the
plaintiff is the gist. - So, in trespass, ge-
nerally, a former recovery is a bar, as to
all continuances & trespasses, committed be-
fore the date of the first writ.

In this action, as in all trespasses, if the in-
jury is done by several, the P.D. may sue
all or any. And a release to one is, as
to all. As to Reversing Damages, the ac-
tions are contradictory. - If two or
more are charged jointly, and are found
jointly guilty, i.e. each guilty of all the
jury cannot sever the damages, though
they plead severally. - It seems

As if judgment goes against both by default

2d P.D.
Gal. 11.

9. Hock. 300.

2d P.D.
5. 12. 1811.

2d P.D.
16. 1. 1811.

2d P.D.
4. 10.
2d P.D.
1. 10.
2d P.D.
1. 10.
2d P.D.
1. 10.

Private Writings

the damages cannot be severed. L. R. 1840.
 100. 422. If the Defendant does in
 this plea: e.g. or in pleading the
 general issue, another justification
 the jury may sever though the several
 Defendants are supposed to be equally guilty
 according to Espinasse

Exp. 1. 420.
 L. R. 1840.
 100. 422.
 L. R. 1840.
 100. 422.
 L. R. 1840.
 100. 422.
 L. R. 1840.
 100. 422.

9. Co. 79. 1. Str. 910. Co. L. 584. 118. ev. Exp.
 11. 821. Co. L. 118. - Ind. L. 118. 1. Ev. 1.
 217. Ando. That the damages cannot be
 severed. But in the case where the dama-
 ges ought not to be severed, the Pl. may
 prevent the Def. from arresting judgment
 or taking error by permitting one ap-
 peal, and taking judgment for the only

Exp. 1. 420.
 L. R. 1840.
 100. 422.

There can be only one question, in these
 cases - and question may go only ag. the
 one ag. whom it, account was alleged
 if the Pl. will enter a Nolle Prosequi
 as to the other or without Nolle Prosequi
 he may take judgment for the greater
 damages ag. both

Exp. 1. 420.
 L. R. 1840.
 100. 422.

Exp. 1. 420.
 L. R. 1840.
 100. 422.

11

Private Writings

The J. may arrest judgment in these
cases if he so elects. Or he may enter a
verdict as to one Def^t and take

judgment as to the other for the are a spe-
cimens - 3 It is said, that the jury may
in tripping find one guilty as to one part

Pr. 4. 20
3. 179-6
Part 11
Tab 70.

and another as to another and speak
damages severally, and the finding will
be good without permission - (Ala. is

Pr. 4. 20
Pr. 4. 20

supposed to be the general rule) Here
they are not found jointly guilty - un-
less the different Def^{ts} are found guilty

11 C. 5. 7a
con

(of different parts) at different times. This
qualification is adopted by the Supreme
Court. Cr. C. 54. and Fall. 20. accord
with 11. C. 5. 4. in this qualification

Sup. Court
of Conn.
Pr. 4. 20
County

Therefore where the injury is one entire
battery the jury cannot give, because the
verdict was indivisible.

The same rule is adopted in Conn. viz. If
two or more are jointly charged and
found jointly guilty, the case of the whole

Sup. Court
of Conn.
Pr. 4. 20
County

Verdict

Private Mornings

Quinnage cannot be forced. Here, the Defendant, pleaded, generally "Not Guilty".

Writ 116.
8. 4. 155.

If one is compelled to pay the whole. There is, no contribution in law or equity.

Writ 140.
100.
100.
100.
100.
100.

In England it has been held that a habeas corpus is non-est, as to one of several co-defendants, before judgment, against the others discharges the action as to all. It operates as a release to the one. The practice is otherwise in France. - can it not now, be introduced as law in England -

Writ 107.
100.
100.
100.
100.
100.

Writ 107.
100.
100.
100.
100.
100.

Now, in England and France, the Court will give the Plaintiff leave to strike the name of one out of the Deed and then proceed and implead him as a stranger. And this is the Rule, when the other Defendants wish for a verdict. If there is no evidence against him, he may be found. Even, if any at all. The Court then to him before he can plead. and the Court may set a verdict as to him, to find true.

All action arising & exists whether

Private Messages

whether trespass is and be the measure are
several - J. R. 651 - The jury may, if
they please, vary from the Declaration
and find only a part - This is a Rule, com-
mon to actions of trespass, in general.

E. R. 9421
2. R. 684.
3. R. 97. 87.

E. "Guilt" of the Battery. not if the injury
is slight. Finding more than is, in force
is idle. If there has been a bargain,
the Court must on record increase the dam-
age, at their discretion, if the charge certi-
fies, or reports, it. But, it must be done

in Bank. And the J. R. must be present
when motion to increase is made. (The
measure of increasing should be laid in
the Declaration) This is founded on the
rule that on appeal of Mayhem "Man-
damus cruciat" is to be taken by instruction.

E. R. 9. 20.
1. R. 1176.
Latet 118.
3. R. 220. 3.
1. R. 118.
1. R. 118.

It must be proved to be the same hurt, for
which the damage, were given, by the jury
the damage, increased, not only in case of
wounding. But of an abridgment, Battery.
The measure of increasing, must be

E. R. 9.
2. R. 118.

E. R. 9. 20.
1. R. 1176.
2. R. 118.

Private Wrongs

laid in the Death Passage, will not
be crooked; in these cases, if the Judge
who tries the cause, declares himself
satisfied with the Verdict.

The Jury cannot give more damages
than are laid. But if they do, the Judge
has Argument in permitting the Jury.

Every Assault and Battery is a public
as well as a private wrong, and is
punishable by fine and imprisonment.

A secret assault is a distinct offence, as
per the Statute of 1702. So, the remedy is

distinct from that in other assaults.

Several means to prove when the secret
assault is by force.

Private Wrongs

Section of a Replevin

In England, Replevin is a legal process of delivery to the owner by legal process of cattle or goods distrained. For any cause or security given to the right and the position of the goods be as follows.

Distrain is the taking of a personal chattel out of the possession of the wrongdoer into the possession of the party injured to procure satisfaction for the wrong committed. It is the act of the party injured and it sometimes signifies the thing taken by distress. Replevin lies not for goods so taken by a mere distress, but for such

as the law will not be granted but where security given by the D.D. to the right of the distrainer in England and to render the property if distrained for the wrong. In England if the D.D. in Replevin does not give the right for the wrong done, it is a false claim in the property.

Private Wrongs

be returned to the person who may
have a right to return them. Being
returned to the person, he may keep it
all kinds of sufficient evidence for proof
before a Justice of the Peace. If
the Justice, under the circumstances, if
upon inspection, it makes the complaint
large or otherwise, but in the taking
it after judgment of the Justice, a note
the Justice, returned, material in dispute
but in the last case the Justice may have
Justice in the Court, and the Justice
When a Justice is taken it is to be imprisoned
in a manacle chained, in a prison
over the animals generally in prison
over. There is no prison over in prison
to prison the prison, is a sufficient, for
the prison prison. It prison the
in prison to prison in prison, prison
and the prison is prison to the
in prison in any prison.
in prison in prison a prison prison

Private Property

in the nature of a pledge it could not be
sold. The District can not only keep
it as a guarantee to the owner of the
ware stored. Customs have in a
great measure remedied this inconvenience
and especially in case of a ship, consent
by allowing a bill in certain cases but
not in case of cattle taken for wages for
duty and when there were
always some exceptions to the old rule -

It is not of the nature of a pledge as
a matter of right and even though sent
in a guarantee with right of distress
the principal case in which it
can be taken by the English law
is in the case of cattle & damage
for an infringement of the
law as it is in use in the customs
in England there are certain other cases
of impounding but in service for assessments
the law is different -
the law may be at times different

Private. Wm. 1888

of Chancery is under the Flat of West
bridge in place. The P. 25. is the one
with the receipt in your hand made

1894

in the Sheriff's court in the Sheriff's
court to be held in the Sheriff's court of
the Sheriff's court in all cases. And the
Sheriff, in which the Sheriff is taken, must
when the Sheriff is carried in a Sheriff's
in the Sheriff's court. This is a Sheriff's
court of the original Sheriff, the Sheriff
being carried out of the Sheriff's court
sealed in which case the Sheriff returns
that the goods are stored in a carrier
for a distance of a place unknown.

It affords when the original difference
having, put in, in the goods of the West
of England, in a claim, the claim are
to now, which claim, is continued.
several times at a time. In it there is

1890

no more claim. But the property is con-
ceded - There shall be no rebellion
of the slave states till the negroes

Private Wrongs

distress; forth-coming. When a writ
 "De returno" is awarded, and the dis-
 tress cannot be found, a Quare-Faciis
 lies against the Distress in the writ of
Replevin. He doesn't a writ of Replevin
 lie, in other cases, than those of distress
 viz. in all cases, in which cattle, goods,
 are imbranded victims attached or
 seized, except when execution for fine, or
 rates - or for some small debts before the
Maritime Courts. Perhaps all the cases
 not excepted in the Stat. will be those
 only of property taken under our writ
 of attachment - and of cattle damage
 feasant.

I. of Replevin of Cattle taken damage
 feasant. Stat. in case of Cattle attached.

I. of Replevin of Cattle victims
 damage feasant. In this case the owner of
 the land has his election to bring this writ
 or to distress and impound the cattle.
 But if he distresses, and the distress is
 found

6. Replevin.
 1. Stat. 1. 1. 1.
 2. Stat. 1. 1. 1.
 3. Stat. 1. 1. 1.
 4. Stat. 1. 1. 1.
 5. Stat. 1. 1. 1.

Stat. 1. 1. 1.

Stat. 1. 1. 1.

6. Replevin.
 1. Stat. 1. 1. 1.
 2. Stat. 1. 1. 1.
 3. Stat. 1. 1. 1.
 4. Stat. 1. 1. 1.
 5. Stat. 1. 1. 1.

Private Manners

When the appearance of the ship and the
officers are to be applied for payment
of the damage done and provisions -

Then the men shall be divided equally
between the Royal Treasury and the
Treasury to be determined by an officer
of the Court who is to issue orders
therein. In England also the owner
of cattle distressed, must provide
them, unless they are put into a pound.

2. 1. 1. 1.

Secondly, when the distressed, cannot be in

If the owner, refuses in this case, and
the agent is given for the debt in relation.
he will recover in the action, and the

2. 1. 1. 1.

may, come by the cattle, and have re-
covery. If the question is not discharged
in the debt in relation, his satisfaction is
satisfied, and this things the body of the debt
is taken in relation, and is paid in pri-
or or is discharged.

Every writ of Habeas Corpus, for cattle taken
in distress, contains in form, as
a plea

Private Wrongs

action of trespass - Generally however the
Hff. in Replevin are not asked to reco-
gnize damages but appear for the purpose of
having the Def. B. Damages assessed. Some-
times the cattle were unjustly taken the
Hff. in replevin recover his damages.

The General Writ has a lien on the cattle
imprisoned for his fees in case of settle-
ment between the parties - Judge Rece.
does as to him right Def. B. Replevin.

In Replevin if the cattle taken damages
are assessed and known, a constable, is to
be informed who is to hold them in the
town and the town clerk clerk of the
owner does not appear in a certain num-
ber of cases. If many are to be held to
pay the damages up the assess and
in the same time, the imprisoned rep-
resents them - Each of them are to be
held under certain restrictions though
not damages - General

Generally - but cattle enter through the

Private Writings

The insufficiency of the fence of the owner
of the land, no damages are recoverable.

But if they pass the good part of the
fence partly good and partly bad da-
mages are recoverable and they may be
imposed - If of the cattle are unsteady.

St. 493.

If if they enter from the High-way.
it is immaterial at common law whether
the fence is good or bad, because it is un-
lawful to permit them to go & range in
the High-way - But in the case of Hack
Cattle and Hacks are by usage con-
siderable - though they enter from
the High-way, yet if the fence is in-
sufficient no damages can be recovered.

2. 2. 91. 24.

W. C. & Horse and Swine entering
from the High-way. To them the com-
mon law applies. But a Stat. in Queen's time
has tended to make any cattle com-
mon and then there is no difference
between entering from the High-way
and an adjoining field. See

St. 494.
2. 3. 450

St. 498.
414

Private Wrongs

For mischief done by animals from a disposition, common to the species the owner is liable without notice common law as a bear taking a child perhaps

Dec 1854
P. 1854
1854

But if the land owner has a child taken, not common the owner is not liable without notice. & if the child is taken and the owner is not liable for it, as by law - but must appear due or false in evidence

1854
1854
1854
1854
1854

1854
1854

If the owner of land has a child taken, the owner is liable for it, as by law - but must appear due or false in evidence

1854
1854

A Distress is not allowed to be a child taken. But by the law of the land a child taken is liable

1854

When there is a child in the land the owner is liable for it, as by law - but must appear due or false in evidence

Private Property.

present here. The general question
is, whether the property of the
owner of the ship can be taken in England.

When the ship is taken, the property can
be taken in England - but should
be taken in England.

B. 1. 954
B. 1. 955
B. 1. 956
B. 1. 957

If the ship is taken, because the heart
was damaged, the property of the ship is taken.

B. 1. 958
B. 1. 959
B. 1. 960

The property of the ship is taken in the
case of the ship being taken in the
case of the ship being taken in the

B. 1. 961

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

B. 1. 962
B. 1. 963
B. 1. 964

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

B. 1. 965

case of the ship being taken in the
case of the ship being taken in the
case of the ship being taken in the

appears

Private Wrengs

appears from the account, right or
 not. Argument for the future of the
 and in some cases coverage in the 3rd.

F. m. p. 571 4 2 174. 117. 210. 95.

Q. 343.

17. 10. 1876.

25. 50. 52

1. 1880. 2. 1881. 3. 1882. 4. 1883. 5. 1884. 6. 1885. 7. 1886. 8. 1887. 9. 1888. 10. 1889. 11. 1890. 12. 1891. 13. 1892. 14. 1893. 15. 1894. 16. 1895. 17. 1896. 18. 1897. 19. 1898. 20. 1899. 21. 1900. 22. 1901. 23. 1902. 24. 1903. 25. 1904. 26. 1905. 27. 1906. 28. 1907. 29. 1908. 30. 1909. 31. 1910. 32. 1911. 33. 1912. 34. 1913. 35. 1914. 36. 1915. 37. 1916. 38. 1917. 39. 1918. 40. 1919. 41. 1920. 42. 1921. 43. 1922. 44. 1923. 45. 1924. 46. 1925. 47. 1926. 48. 1927. 49. 1928. 50. 1929. 51. 1930. 52. 1931. 53. 1932. 54. 1933. 55. 1934. 56. 1935. 57. 1936. 58. 1937. 59. 1938. 60. 1939. 61. 1940. 62. 1941. 63. 1942. 64. 1943. 65. 1944. 66. 1945. 67. 1946. 68. 1947. 69. 1948. 70. 1949. 71. 1950. 72. 1951. 73. 1952. 74. 1953. 75. 1954. 76. 1955. 77. 1956. 78. 1957. 79. 1958. 80. 1959. 81. 1960. 82. 1961. 83. 1962. 84. 1963. 85. 1964. 86. 1965. 87. 1966. 88. 1967. 89. 1968. 90. 1969. 91. 1970. 92. 1971. 93. 1972. 94. 1973. 95. 1974. 96. 1975. 97. 1976. 98. 1977. 99. 1978. 100. 1979. 101. 1980. 102. 1981. 103. 1982. 104. 1983. 105. 1984. 106. 1985. 107. 1986. 108. 1987. 109. 1988. 110. 1989. 111. 1990. 112. 1991. 113. 1992. 114. 1993. 115. 1994. 116. 1995. 117. 1996. 118. 1997. 119. 1998. 120. 1999. 121. 2000. 122. 2001. 123. 2002. 124. 2003. 125. 2004. 126. 2005. 127. 2006. 128. 2007. 129. 2008. 130. 2009. 131. 2010. 132. 2011. 133. 2012. 134. 2013. 135. 2014. 136. 2015. 137. 2016. 138. 2017. 139. 2018. 140. 2019. 141. 2020. 142. 2021. 143. 2022. 144. 2023. 145. 2024. 146. 2025. 147. 2026. 148. 2027. 149. 2028. 150. 2029. 151. 2030. 152. 2031. 153. 2032. 154. 2033. 155. 2034. 156. 2035. 157. 2036. 158. 2037. 159. 2038. 160. 2039. 161. 2040. 162. 2041. 163. 2042. 164. 2043. 165. 2044. 166. 2045. 167. 2046. 168. 2047. 169. 2048. 170. 2049. 171. 2050. 172. 2051. 173. 2052. 174. 2053. 175. 2054. 176. 2055. 177. 2056. 178. 2057. 179. 2058. 180. 2059. 181. 2060. 182. 2061. 183. 2062. 184. 2063. 185. 2064. 186. 2065. 187. 2066. 188. 2067. 189. 2068. 190. 2069. 191. 2070. 192. 2071. 193. 2072. 194. 2073. 195. 2074. 196. 2075. 197. 2076. 198. 2077. 199. 2078. 200. 2079. 201. 2080. 202. 2081. 203. 2082. 204. 2083. 205. 2084. 206. 2085. 207. 2086. 208. 2087. 209. 2088. 210. 2089. 211. 2090. 212. 2091. 213. 2092. 214. 2093. 215. 2094. 216. 2095. 217. 2096. 218. 2097. 219. 2098. 220. 2099. 221. 2100. 222. 2101. 223. 2102. 224. 2103. 225. 2104. 226. 2105. 227. 2106. 228. 2107. 229. 2108. 230. 2109. 231. 2110. 232. 2111. 233. 2112. 234. 2113. 235. 2114. 236. 2115. 237. 2116. 238. 2117. 239. 2118. 240. 2119. 241. 2120. 242. 2121. 243. 2122. 244. 2123. 245. 2124. 246. 2125. 247. 2126. 248. 2127. 249. 2128. 250. 2129. 251. 2130. 252. 2131. 253. 2132. 254. 2133. 255. 2134. 256. 2135. 257. 2136. 258. 2137. 259. 2138. 260. 2139. 261. 2140. 262. 2141. 263. 2142. 264. 2143. 265. 2144. 266. 2145. 267. 2146. 268. 2147. 269. 2148. 270. 2149. 271. 2150. 272. 2151. 273. 2152. 274. 2153. 275. 2154. 276. 2155. 277. 2156. 278. 2157. 279. 2158. 280. 2159. 281. 2160. 282. 2161. 283. 2162. 284. 2163. 285. 2164. 286. 2165. 287. 2166. 288. 2167. 289. 2168. 290. 2169. 291. 2170. 292. 2171. 293. 2172. 294. 2173. 295. 2174. 296. 2175. 297. 2176. 298. 2177. 299. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2

1860. 43.

20. 21. 22.

1300-1301

1874

1875

...

1874

1872

2000 2000

24. 3. 42

...

- 1000 2.000

1870

2.44

2. The City may place in statement of the surveyor of the District, records of city with a verification from a C.C.

But though wrong is in nature of an action, you cannot in civil law it is said, and without his fellow or his being. Still through Law and Equity, no matter how he would make vengeance or Bailiff of the other. Plaintiffs in civil may have several reasons for that because it is in reality

It, little to have, may come in question
in this action it has been called (when
this is the case) a real action. Now
it is held to be personal in English as
well. To give cannot be recovered
it is the debt of a particular person,
in case of fraud or wrong deceit &c.

Sept. 20. 1891

Pirate Wrongs.

returned to a Justice and the owner
gives his jurisdiction he found him
with the sheep, but found nothing.

Under the Stat of Commit if beasts taken Stat. 14. c. 6
damages, peasant and unpounded, escape.

The damage and damages are recover-
able by action of debt. The owner
making oath that he took them damage
peasant. It is a Rule that all his

trifles should be taken by any right in case Stat. 14. c. 6
Stat. 14. c. 6
of death damage peasant. lest they

should escape. But if the damage Stat. 14. c. 6
Stat. 14. c. 6
peasant must be taken while the beast

are on the land. It was formerly with Stat. 14. c. 6
Stat. 14. c. 6
respect to distress for rent, that it

might be taken in the night, but they were
repealed by Stat.

As to distress for rent. Formerly the lord
was obliged to take a large distress, as he

thought, and the peasant had no remedy Stat. 14. c. 6
Stat. 14. c. 6
But he now has by Stat. 14. c. 6

to a special action in the new
assizes.

Private Wrongs

1 Inst. 543

Wreckage is not maintainable in this case, of being no injury at Com. law except where gold or silver being of a certain known value, were taken - in other case, a special action in the case founded on the Stat is the proper remedy.

11th Inst.
821-218
1 Inst. 143
2 Inst. 143
2 Inst. 143

Distress for rent, is a remedy of common right according to the Com. law to that effect, in which the owner or owner of the rent has the preference, not where he has no future interest, as in case of lease for years; as where the owner of the house receives his whole interest surviving a rent.

But he may have the right, by clause of lease, at Com. law.

11th Inst.
821-218
1 Inst. 143
2 Inst. 143

Then the right of distressing, is by Stat. 2. Sec. 2. extended to all rents.

In case of distress for rent, by Stat. 2. Sec. 2. if the def. in the action of the plaintiff, he recovers his rent, and so much as damages, as is equal to the value of the distress, if that is less than the

Private Wrongs

The first case: but if the distance is equal to or more than the first case he receives in damages the amount of the first case in the first case, the defendant may have a further verdict.

2. 30. 30
 30. 30. 30
 30. 30. 30
 30. 30. 30
 30. 30. 30
 30. 30. 30

2. In case of personal property attached

Replevin in this case is never an adversary action. There is no hearing on the Replevin writ, but on the attachment.

Then on
 Replevin 204

It is called a "warranting process" requiring the Def. to produce the goods.

Replevin 205

By this writ the property is restored to the owner in his ordinary security to

Replevin 206

prospect and to answer such damages, removal and costs as the adverse party shall recover.

The security to prosecute the Replevin is in this case an essential of form. This writ is founded in good feeling. That the owner must not be so deprived of his property for a long time and as attaching is but for security he suffers no injury the security is sufficient.

The

Private Writings

The object being to recover the property the
practice is to charge no wound nor
damages. There is no pretence
that the taking is illicit.

It has been decided by the Ex. Court of
Commons that a Replevin of goods attached
should be awarded to the owner who
detains them. Requiring him to redeliver
or pay value to give notice to the Plaintiff
in attachment and to return the writ.

Replevin is returned to the Court to
which the original action is. The bond
is the pledge to secure the original Plaintiff
and is preferred in Court on file for his
benefit. The bond is taken for all costs
judgments now are in favour of the owner
party in Replevin.

Replevin is a fine measure when
used by executing a writ of habeas corpus
to bring the body out of custody. It
is like a writ of habeas corpus and is
not of the nature of a writ of habeas corpus.

Private memo.

time. The action may be brought
 up again, though no previous suit has
 been brought up the pleader. The reason,
 directly in this case for the whole suit are
 Mr. Finley, assuming as in England the
 sheriff's fees, even over the amount of the
 bond taken as the case may be. The case
 in Henry is stronger than a similar
 case here. The land in England being
 taken for a portion of the goods. The
 time also. The way, however, another
 whether the action would lie. The bond
 in England is rather the value of the goods.
 It has been a question in England whether
 the goods must be taken to the
 goods. And it was decided in the point
 of cases that it cannot at least that the
 magistrate is liable on the plaintiff's failure to
 bring the action when the bond is taken. Except
 the plaintiff's own negligence in the Justice's Court
 in the first instance.

8. 11. 75.
 1. 11. 75.
 2. 11. 75.
 3. 11. 75.
 4. 11. 75.
 5. 11. 75.

1. 11. 75.
 2. 11. 75.
 3. 11. 75.
 4. 11. 75.
 5. 11. 75.

1. 11. 75.
 2. 11. 75.
 3. 11. 75.
 4. 11. 75.
 5. 11. 75.

Ent. 10.

I have been asking questions whether
 when

Private Property

and property to a great amount is at-
tached and to secure the bargain is
bought for more than the value of the pro-
perty. On this head there is no decision.

4. 7th. 1800.
5. 9th. 1801.
6. 11th. 1802.
7. 13th. 1803.

There is an analogy to the case of re-
surrection. who is always liable for the
whole world he releases the property.

It has been also questioned whether a
bondsmen can discharge himself by
reimbursement the price after judgment
on the 2d. in Replevin. The question
arises in some measure as far as it
is affected by the state of his insolvency
when he comes - how far he is liable.
It is not like the case of a receipt from
he is bound only to deliver. Now it like
a bondsmen in the English Replevin
who charges only for the return of the pro-
perty. It is quite apparent that in
England he cannot.

July. 1803.
1. 1st. 1804.

If the property of one is attached for
the debt of another, whether the
debt

Private Prizes

lie, but perhaps not. For the Robbers in
this case, is not an avowed pirate, and
no one can rob unless he is actually
a pirate and has a property in the
goods. For if pirates, Robbers & such

the proper business for a merchant, the
keeping not amounting to the actual
land or bound grounds where a
country. If the estate of a foreign ship

are seized, and the maritime law is not
law where the Robbers for the proper
they become the Robbers by inter mar
itime. But if the law is not in force

after, provided for the principles will be
that they were the Robbers. For an act
may belong to pirates taken from the
territory. If the goods of foreign ships

be seized they cannot be seized in Robbers
the injuries being general.

Goods seized in a foreign territory
though brought here cannot be seized
here. The captain might be seized here

Rob. 250.
Rob. 250.
Rob. 250.
Rob. 250.
Rob. 250.
Rob. 250.

Rob. 250.
Rob. 250.
Rob. 250.

Rob. 250.
Rob. 250.
Rob. 250.

Rob. 250.
Rob. 250.
Rob. 250.

Rob. 250.
Rob. 250.
Rob. 250.

Private Imprisonment

Question of Right to be arrested
for false imprisonment

Every unlawful restriction of one's liberty is a false imprisonment of one's self. If of one's own motion, is false imprisonment. If of one's own motion, is false imprisonment. If of one's own motion, is false imprisonment.

2. 101. 1001
2. 101. 1001

2. 101. 1001
2. 101. 1001
2. 101. 1001

To constitute False Imprisonment -

1. Detention of the Person -

2. 101. 1001
2. 101. 1001
2. 101. 1001

2. Unlawfulness of the Detention -

The unlawfulness consists in want of one's consent. Authority may arise from legal process - or from special circumstance arising from the necessity of the case to a justification, as the arrest of a felon by a private person. If the arrest is the result of a ship captured as prize though she proves to be no prize.

2. 101. 1001
2. 101. 1001

2. 101. 1001

2. 101. 1001

2. 101. 1001

But even arrest of a person for a civil cause, without legal process is unlawful. Restriction to Liberty is imprisonment with legal process is not false imprisonment.

2. 101. 1001
2. 101. 1001

2. 101. 1001
2. 101. 1001

A

Private Papers

A private person is not guilty of false imprisonment by confining a person invited by a proper officer at the officer's house. - *Partridge v. B. 10. 11.*

It has been decided that an officer having *W. 10. 11.* power, under an arrest or final process cannot delegate his right of custody in his own office. The most common cases of false imprisonment are those of arrests under writs *W. 10. 11.* - If a Court of Record is guilty of error in its action *W. 10. 11.* in imprisoning the subject the subject may sue to an action if he acts judicially and within his jurisdiction.

In England a Judge of a Court of Record *W. 10. 11.* of general jurisdiction is presumed to be in any judicial act within his jurisdiction. *W. 10. 11.* When this is not the case the subject may sue to an action if he acts judicially to his proper jurisdiction. *W. 10. 11.* There is no presumption in the case of a judicial act that the act is within the jurisdiction. *W. 10. 11.* in favour of the subject's interest.

Private Names

But it seems if a Court of record of general Jurisdiction has not jurisdiction over the subject matter, the Judges are liable for here they do not act judicially. But if they have jurisdiction of the subject, and in their proceedings transgress their jurisdiction they are not liable in Quare. For according to Colby against Pepper in a private

10. Co. 111.

10. Co. 111.
2. Pl. 2. 111.
Sal. 396

Court of limited Jurisdiction though of record Courts are liable if they transgress their jurisdiction, even by mistake. Aliter if they do not transgress their Jurisdiction. They are not liable for Malicious act if they do not transgress their Jurisdiction. But being of record.

6. H. 111.
8. Pl. 2. 111.
2. Pl. 2. 111.
Sal. 396.
2. Pl. 2. 111.
8. Co. 111.

2. Pl. 2. 111.
2. Pl. 2. 111.
Sal. 396.

Courts not of Record (as Justices of the Peace in England) are liable at Common Law for any mistake of Judgment. Quare Malice they transgress their Jurisdiction in fact respect. But they require Malice by General Statute.

10. Co. 111.
2. Pl. 2. 111.
2. Pl. 2. 111.
Sal. 396.

2. Pl. 2. 111.

Int

Robert A. Brown

[illegible]

Private Prisons

proper. If the order of the Court is to confine
one in a certain prison, confining in any
other, is false imprisonment - 5. Bac. 491.
2. Bul. 208. 5. mod. 298. 3. Bul. 219.

A Peace Officer is justified in arresting, Dug. 331.
without warrant on a peaceful charge of 4. Bul. 271.
felony, the offender is committed. 1. Bul. 43.
of a private prison. But if a felony has
been actually committed a private prison
suspecting another to be guilty on his bond
he goes in & without making a public
he goes in & without warrant to carry
before a Magistrate. Or to prevent breach
of peace elsewhere. Even if no felony
has been committed.

The original writ in error is civil 1. Bul. 271.
cases being tried by 2d 2d 2d and 2d. 2. Bul. 271.
2d 2d 2d is false imprisonment. Each 3. Bul. 271.
an error however was good as law. 4. Bul. 271.

But that would be to the prison, but on
Sunday. The law is to put the offender
in the prison of the jailer. The prison

Piccolo Mondo

Principal a difference in the latter
in Part 4 of retaking an escape
such an arrest under an escape (M
was a lawful ... 3. 5. 18. 2. 4. 18.

2. 3. 18.
2. 4. 18.
2. 5. 18.
2. 6. 18.
2. 7. 18.
2. 8. 18.
2. 9. 18.
2. 10. 18.

In 2. 3. 18. 1843. Arrest in Part 4 by
locating the outer case of the ...
Hence a false ...
... has been questioned whether
it was ... made by ...
the ... the execution of the ...

2. 11. 18.
2. 12. 18.
2. 13. 18.
2. 14. 18.
2. 15. 18.
2. 16. 18.
2. 17. 18.
2. 18. 18.

... and the ... by action: or
... the execution stopped and one way
to get and in a ... way by
... the ... the ...
... but ... the ...
... interference ...
... a ...

2. 19. 18.
2. 20. 18.
2. 21. 18.
2. 22. 18.
2. 23. 18.
2. 24. 18.
2. 25. 18.
2. 26. 18.

... has been ... the ...
... of the ... in case of
... to ... the ...
... after ...
... by ...

2. 27. 18.
2. 28. 18.
2. 29. 18.
2. 30. 18.
2. 31. 18.
2. 32. 18.
2. 33. 18.
2. 34. 18.

Private Prisons

locking over - It is different from the
one of a. Dutton. It is a private
of the prison: and the arrest is at once
illegal. That is. Comp. 19.

It has been also questioned whether if
an illegal arrest is made in consequence
of which another arrest is made, which
would otherwise be good the latter is also
illegal unless there is some collusion
between the two is collusion it seems.

It has been decided that an officer
by an escape warrant may seize by
process in another State. The warrant
is of course to be paid for from
another State, see 5 Esp. 95

It is an offence by an officer to arrest a
person if he is liable to seize and
confinement. In case of a person
arrested he is liable to damages and costs
and he may sue for the same. The damages
are to be paid by the person who
arrested him, in civil law, which
is the case of a person who is arrested.

See Steel
Written in
by Ministry
by Statute
1791. 1792.
See also
D. May 182
of

1. 1. 1. 1.

See also
1. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.

1. 1. 1. 1.

1. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.

Private Wrongs

is false imprisonment for the process is
not both. Any person has a right to
arrest another who is fighting, and to
restrain him till his passion is over.

2. Case 4th - 1 Black 136 & 140 & 141

In another case, *Flower v. Court*, though
likely to be sued with their children,

cannot be held liable unless under

some process. But there is no instance
of false imprisonment brought in their
case. Can it be brought?

In the last case of *Flower v. Court*, the
action for torts against will be

the process kept though the service
of process put aside, and the force
of process. The original action will
lie.

Question and answer. Is it
a tort to take away a child and
not give a father for satisfaction?

Not illegal. A private person may
without warrant seize a person
discovered in crime, and who appears

to be

1. *Flower v. Court*
2. *Flower v. Court*
3. *Flower v. Court*

1. *Flower v. Court*
2. *Flower v. Court*
3. *Flower v. Court*

1. *Flower v. Court*
2. *Flower v. Court*
3. *Flower v. Court*

1. *Flower v. Court*

Private wrongs

Disputed to no purpose. If an officer makes an arrest in a private ground the place of which is affected, that the Court ignoring his jurisdiction, he is liable according to the current of authority - from whatever cause the defect of jurisdiction arises. But the rule has been extended much further - Thus it has been held without any regard to the defect, appearing in the case of the *Pro* *case* *and* that when a Court of limited jurisdiction has not jurisdiction of the cause (from whatever cause the defect of jurisdiction arises) the officer is to be liable. The Decision and reasoning in *Marshfield* case. *Reasoning* *contradiction* *v.*

P. 4. 2. 291.
C. 4. 2. 52-3.
Howe 1860.

L. 2. 2. 230. con.
Case 20

10 May 74. 7
2. 2. 230.
C. 4. 2. 230.

L. 2. 2. 230. The 4. 2. 230. 107 *Take*
out letter in 2. 2. 230. 50. 50. 2. 2. 230.

The reason in the *Marshfield* case seems to be still law in England viz. that when the Court ignoring the

Private Property

The Court
Held
in
March
20 May 1892

Group has no Jurisdiction of the subject
matter every thing was covered by
affidavit case whether it appears or
not in the case. C. J. 4. 39. C. J. 9. 20. 2
1. Mar. 239. 2. Mar. 240. 3. Mar. 241.
Stra. 111. 12. 13. 14. 15. 16. 17. 18. 19. 20.

Comp. 20.
5. Mar. 241.
2. Mar. 242.
1. Mar. 243.
Ball 244.
1. Mar. 245.
2. Mar. 246.
3. Mar. 247.
4. Mar. 248.
5. Mar. 249.
6. Mar. 250.
7. Mar. 251.

But when the Court thought of them
too long section in Jurisdiction of
the subject matter and the defect of
Jurisdiction is from something local
or personal. The officer is justified
unless the defect appears upon the face
of the process. And according to
Raymond 244. Comp. 20, he is not in
the case in this case. Because the origi-
nal Offt. ought to have pleaded it.

Ball 252 cents.
10. Mar. 253.
1. Mar. 254.
2. Mar. 255.
3. Mar. 256.
4. Mar. 257.
5. Mar. 258.
6. Mar. 259.
7. Mar. 260.
8. Mar. 261.
9. Mar. 262.

An Officer may justify under some
warrant of the Court of Probate Master that
he was to use. Hecht where the Court
has not Jurisdiction of the subject mat-
ter. In front an Officer is justified
in all cases unless the process was

10. Mar. 263.
1. Mar. 264.
2. Mar. 265.

1. Mar. 266.
2. Mar. 267.

Private Memoirs

upon the face of it. When the jurisdiction is complete, and the process is material and unfounded, the officer is justified. 2 Mc-231. - and the Const. is magistrate as the case may be is better.

Sta. 910

Where a Court having Jurisdiction of the
cause, proceeds erroneously or improperly,
still if the process obtained is regular, the Officer
is justified. The Rule seems to be in

1. 100. 100
 2. 100. 200
 3. 100. 400
 4. 100. 300
 5. 100. 100
 6. 100. 100

England according to the weight of au-
thority. That when the subject matter is
out of the Court's Jurisdiction (whether the
Jurisdiction general or limited) the process
is void and the officer liable to action when
the want of Jurisdiction is as to his person or
place where the officer is not liable, as long
as appear from the face of the process.
Whether in case of the Court's Jurisdiction

But the latter branch of the post, though
two separate branches appeared in a line
to final process, and by inferior parts,
without qualification of them as well.

1822

Private Wrongs

serious final wrong of an inferior Court
the officer's justification must show that
the cause arose within the Jurisdiction, or
at least that it was so laid.

But though the wrongs under this qualific-
cation justify the officer, it does not, the
original Writ. He is bound to know the
limit of the Court of Jurisdiction and to show
it, and when the cause of action arises.

1. 232.
2. 233.
3. 234.
4. 235.
5. 236.
6. 237.
7. 238.
8. 239.
9. 240.
10. 241.

And the original Writ (now the Writ) is
not barred by having pleaded to the first
action. May 1890. Service that even the
original Writ is liable in this case. And
is approved in the point is found by
Laid and Pollock.

In American process, once into the body
and the Court liable where the Jurisdiction
of the Court over the cause is complete.
and subsequent matter before any place
to be seen of limited jurisdiction. C.
Where an authority given by that is not
strictly proper. There is Justice

1. 242.
2. 243.
3. 244.
4. 245.
5. 246.

Private Writings

committed the Off. for killing game, tho
he had sufficient officers to answer the
Writally - the Officer was waived, but the
illegality of the Warrant was not patent. ^{1742, 53.} 2. R. 2. 332.

Where a person was convicted in a
Stat. the penalty being 10 £ which he
offered to pay, but was imprisoned by the
Constable till he gave the fees which
the Stat^d did not allow, the Constable
was liable. This was for a case of breach.
There being no question of conviction.

No, Falsely impt^d for any commitment
of a person for any commitment
not warranted by this Stat^d power.

tho. In other cases, the process given
the Court of Mediators (or any Court)
afide from any objection to the Juris-
diction of the Court, is called void and the
Off. in the process liable to this action.

Irregularity. If a Patris returnable
the Court term but one to that of the Court.

The Officer is not liable in the case of the Writ 2. R. 2. 332.
process.

Private Wrongs

process is from the Court of Westminster.

Now though the irregularity appeared in the face - Some Rule probably is broken.

Ex. though the original cause were lawful, yet for any subsequent offence.

Q. 200. Now, this action is agt. the Officer in the Magistrate, if he is in fault. E. Martin

usually in confining in a Magistrate, with out arrest. When an Officer publishes

Q. 201. Now, if he acts as an Officer, is subject to arrest as a Magistrate. He is not bound to

show his appointment. May not be a relation.

Q. 202. General Rule, in cases where an irregular process is used. In such a

Q. 203. process of such kind is an irregular process. E. Martin on an error

Q. 204. Error, shown in a judgment or order for imprisonment. It is said that the

Q. 205. Court is not bound to follow the process, but shall

Q. 206. Quere. If the Court find the process to be

Phinto Mung

appears. But we are in an erroneous
 principle is given. L. Que. 135. Stra. 209.
 2 M. 345. E.M. 291. Therefore the party
 may justify under an erroneous process
 but it be reversed. Process has been hold
 den irregular and void when followed up
 without proper authority. E. Where
 in England the under-sheriff left a
 blank for an attorney to fill with the
 name of the bailiff. The person found
 here, was the person giving the process
 It does not appear that he knew their
 regularity. Inferior authority. & Sheriff
 Warrant. The writ abates when di-
 rected to an indifferent person unless
 the name is inserted by the Magistrate.
 So a writ drawn by a Sheriff, except
 in their own cases. So where the pro-
 cess has issued informally. The point of
 the writ. Warrant's Court of Exchequer.
 System. The original Writ, mentioning each
 of his cause of action and that he being

2 M. 345.

2 M. 345.
2 M. 47.

February
 2. 1812.
 Cold. Rain.
 1812.

2 M. 345.
2 M. 47.

Private Manuscript

- he swore, that he "suspected" the
 party and Court officer and dealer
 were holding back. all joining in one
 plea. Strange and that the officer and
 dealer might have justified this.
 Q. Mr. 38. Amos and the whole case to be examined
 non jurice. The officer was said to be
 Q. Mr. 994. in back. if he had not joined in blocking
 Q. Mr. 388. with the others. So where the whole case
 July 9, 1880. returned, on and of certain it is irregular.
 Jan. 24. Law. Q. "At the next Court of the
 Apr. 28. Misapprehended?" But the rule applies only
 Sept. 26. to misprison - and has never been de-
 Camp 2. nounced even in case of misprison and
 Aug. 38. the next Court, aggrieved sufficient.
 Aug. 38. Also Lu. A. to our Sup and County Court
 which have statutory authority established by
 general law.
 Q. Mr. 994. A. Yes, under general Search-warrant
 Q. Mr. 994. are illegal. So are general warrants
 Q. Mr. 994. at any time. A. A warrant having the
 effect of a bill, unless they was

Private Warrants.

The requisites of a search warrant are.

1. That it be granted on oath.
2. That the grounds of suspicion be declared.
3. That it be executed in the evening by a known officer, and in the presence of the informer.
4. That it be directed to a particular place (not the particular person in whose possession &c.)

When the requisites are observed, the informer is justified or not, by the event.

*2 H. 2. 349.
2 H. 2. 349.*

When the officer serving a writ brings justice, under it, he need show only the writ is properly worded - and that it is returned if similar process, and that the return has arrived. (In England the sheriff's under officer is not obliged to show the return because it is not in his power.)

*2 H. 2. 353.
2 H. 2. 353.
2 H. 2. 353.*

*2 H. 2. 353.
2 H. 2. 353.
2 H. 2. 353.*

But the necessity of the officer's showing a return, obtaining only, in case of single process. But if the original writ is a writ then a deputy as well as a sheriff is in case of single process for the return.

*2 H. 2. 353.
2 H. 2. 353.
2 H. 2. 353.*

*2 H. 2. 353.
2 H. 2. 353.
2 H. 2. 353.*

Private Manus

may have been served before the arrest
and the original ought to take notice
of it. The same rule holds when the ac-
cused is not a mere stranger, who pro-
cure the service of process for another.
Especially if he acts in aid of the officer at
his request. If a Sheriff, over and be-
tween a writ where he ought to do it,
or makes a false return, he may be
treated as a trespasser at will. Tho'
this is more common for the return is
necessary to compute and estimate the
account. If the original P. & the
officer are joined together then man-
ner in defending and if they join &
the plea of justification is insufficient
for the P. & it is on the officer. E. i.
Conversely if the plea is not good for the
officer and would be for the original
P. & he takes his defence by pleading
it. The officer may not then be taken
of the benefit where he ought to be
of course

5 Com. 581.
2. Pl. 582.
3. Pl. 583.
4. Pl. 584.
5. Pl. 585.

6. Pl. 586.
7. Pl. 587.
8. Pl. 588.

9. Pl. 589.
10. Pl. 590.
11. Pl. 591.

Private Wrongs

Procuring a woman, and making a
sister make me a trespasser, from
citral. See Hill. 57. a. 1. Gal. 4. 19. 2. Bank. 5. 12.

A Servant keeping the key of a room
knowing, that me is imprisoned in it, is
guilty of false imprisonment. 2. Hill. 57. a. 1. Gal. 4. 19. 2. Bank. 5. 12.

Procuring even a Foreign Prince
that year, to imprison me, is false im-
prisonment in the law. 2. Hill. 57. a. 1. Gal. 4. 19. 2. Bank. 5. 12.

measure that of Slaves. It is not an
 exception or generally the danger to which
 the Bill has been exposed. but the negative
 opinion and general - 2nd. 24. 2nd. 24.
 11. 24. 24. 24. 24. 24.

An action of Conspiracy, is not an
 action which has been actually prosecuted
 and acquitted. for so are the words of
 the Bill. An indictment for Conspiracy
 where there has been an unlawful con-
 spiracy as above, though nothing is ac-
 tual. So, an action on the case in
 nature of a Conspiracy, though no
 indictment has been actually, while
 the is not. But suppose for charging
 a crime by conspiracy - for it is not
 in the Statute.

2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.

1. 2d. 24. 24.
 1. 2d. 24. 24.
 1. 2d. 24. 24.

So there is a difference between an
 action of Conspiracy and an action on
 the case in nature of a Conspiracy. In
 the former of all but one are acquitted.
 In the latter of all but one are acquitted.
 In the latter of all but one are acquitted.

2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.
 2d. 24. 24. 24.

Letter

Private Wrongs

Prosecutions were all unknown to the
common law. They first originated in the
reign of Edward I. framed by his vice-
chancellor but sanctioned by Parliament.

2. Accus. 13th Edw. I. Law. 239 328. 3. Ibid. 1344

The two latter are derived from the
supplies from the equity of the Stat. of Chancery
Westminster 2^d.

It is essential to the support of this action
for malicious prosecution? That malice
and want of probable cause, in the for-
mer prosecution, should have concurred.

P. M. D. 14.
P. M. D. 15.
P. M. D. 16.
P. M. D. 17.

Malice what? Falshood alone is not suffi-
cient. It lies, therefore against one, who ma-
liciously promotes a false prosecution
against another, knowing the charges to be
false or having no personal grounds to
believe them true. But it is always
sufficient for the purpose to show probable
cause whether he acts with malice or
not. It is enough when the action is for
false imprisonment, but not when it is
for libel.

P. M. D. 18.
P. M. D. 19.
P. M. D. 20.

Private Papers

called a Monday law suit.

The session passed. I of Chinn
Indication late and Indication of
 of a man of late Indication of the Indication
 and Indication Indication Indication Indication
 have this Indication. If the charge Indication
 danger to life & liberty. In an Indication
 must Indication Indication Indication Indication
 is sufficient to Indication the Indication.
Indication Indication Indication Indication Indication
 a Indication Indication of his wife
 the Indication Indication Indication Indication
 to the life or liberty of the Indication Indication
Indication. The Indication Indication Indication
 ill of the Indication Indication Indication
 of Indication Indication Indication Indication
 if the charge Indication Indication Indication
Indication Indication Indication Indication
Indication Indication Indication Indication Indication
 can have been Indication Indication Indication
 not the action Indication Indication Indication
 from Indication Indication Indication Indication

Ind. 15
 Ind. 16
 Ind. 17

Ind. 18

Ind. 19
 Ind. 20
 Ind. 21
 Ind. 22

Ind. 23
 Ind. 24
 Ind. 25
 Ind. 26

Ind. 27
 Ind. 28
 Ind. 29

Private Property

caused by an insufficient investigation
will support the action of disfranchisement,
for exercising a trade without license -
though the reputation of the party is not
injured, or his personal faculties un-
impaired - 1. Bu. Ct. Ex. R. 2828. 2. Ex.

Sal. Ex. R. com.
in June;
2. M. 24
March 1848.
Ex. R. 2828
23-107.

177. - Public Officers, disfranchisement,
information in false information are
not liable - but the person giving the
false information knowingly is liable
without probable cause is - Public
Officer without information, and
of his own mere motion, maliciously of
malice, another, he is liable. Where the
officer acts accidentally. But if the Public
Officer in the last case, is the magistrate
granting the warrant, and the process
served, and the P. O. was arrested under
it, perhaps, not on the proper return.
But in the present case in Ex. R.
is reversed. It never appears from
the Declaration that the information for
which

Ex. R. 2828
2. M. 24
March 1848.
Ex. R. 2828
23-107.

Ex. R. 2828
2. M. 24
March 1848.
Ex. R. 2828
23-107.

Ex. R. 2828
2. M. 24
March 1848.
Ex. R. 2828
23-107.

Private Property

which is in some way secured. In
Conspiracy & legitimate private accusa-
tion is necessary (ante 9 to 10. Aug. 20.
11. Dec. 20. 2. H. 23. H. 23. 1. H. 11.)

That the "M.H. was discharged from Pri-
son is not sufficient". But the only
aim to show that the prosecution is at an
end is cured by verdict.

1. H. 20. 2. H. 20.
3. H. 20. 4. H. 20.

5. H. 20. 6. H. 20.
7. H. 20. 8. H. 20.

An allegation that the "M.H. was" "regret-
ted" in the original prosecution, is not
supported by evidence of a

for this is not an acquittal. The Decla-
ration states all the proceedings in the
original prosecution and any acquittal.

9. H. 20. 10. H. 20.
11. H. 20. 12. H. 20.

But is a material part of the verdict
making a fatal error. In a variance between

13. H. 20. 14. H. 20.
15. H. 20. 16. H. 20.

the original plea and Declaration as
to the way of acquittal. Every of this
is in an immaterial part.

17. H. 20. 18. H. 20.
19. H. 20. 20. H. 20.

It seems that no civil action is of
force of some years ago. In the
in civil action is all in the

21. H. 20. 22. H. 20.
23. H. 20. 24. H. 20.

Private Wrong

Exercise of their judicial power

O. Reed, 100. Eng. law 328. 2. M. R. 1141

E. C. 224. 2. M. R. 219. C. C. 120.

Malice may be proved generally in in-
ferred from the want of probable

1. P. 1974

cause - But want of probable cause

cannot be inferred from the want of

1. P. 1974
E. C. 224

malice - To prove malice the P. M. may

give in evidence collateral circum-

E. C. 224
2. M. R. 691

stances, or an advertisement by the P. M.

that the individual was found malicious

and declaring of - Correction of the

P. M. in the original prosecution by a

E. C. 224
1. P. 1974
2. M. R. 691
E. C. 224

competent jurisdiction is conclusive in

proof of probable cause

A regular is in itself not presumptive

but never more than presumptive evidence

of the want of probable cause - But being

E. C. 224
1. P. 1974

presumptive evidence of having the case

in the P. M. to have probable cause in

fact is not an acquittal and in

effect in the original P. M. is not

in itself

Private Mems

Presumptive evidence of want of probable

cause (i.e. in most cases, at least)

In R. v. ... but it is not yet whether
"ignoramus" found: prima facie evi-
dence of want of probable cause.

In *aguetta*, is not always prima fa-
cie evidence of want of probable cause.

1846
1847
1848
1849
1850
If the J.P. was bound over by a writ
of *habeas corpus* or the *Writ* of indictment, has
been found by a Grand Jury, the case ge-
nerally lies with the J.P. The acquisition
the trial - the presumption being in
favour of the defendant - i.e. the J.P.
So if it appears from the report of the judge
that there was probable cause -

1846
1847
1848
1849
1850
But where the J.P. lies with the J.P. because
of the J.P. himself he may find the proba-
ble cause, though the Grand Jury have
found the indictment & the Prosecution
for setting the J.P. and trial of the
evidence given before the Grand Jury is
good evidence of probable cause and

Private Writings

The Deft. calls, at the original trial, as to the
existence of the crime charged is admit-
ted, if no other person was present at the
time. The supⁿ of a Prosecution for rob-
bing the Deft. The existence of probable
cause is a mixed question; partly of
fact, partly of law; purely a Q. for the
Jury. The circumstances, alleged to prove
probable cause are true, is a question
of fact. But the fact being given, the
inference is a conclusion of law.

Therefore regularly the Deft. should
show the grounds of suspicion on which
he acted. So, it seems necessary for the
Def. to show that the crime for which
he is indicted was committed. (Can
Jury.) there can be no probable cause
Q. Def. believe, by probability to be stolen
when it is not. So what amount to
evidence (as to existence of probable cause) the
fact being given, is a question of law.

When the action is for a malicious
prosecution

1. The Deft.
Q. for the J.
Q. for the J.

Q. for the J.
Q. for the J.

Q. for the J.
Q. for the J.
Q. for the J.
Q. for the J.

Q. for the J.
Q. for the J.
Q. for the J.
Q. for the J.

Private Morny

proposition for selling, a copy of the record
granted by the Court in which the trial
was, is necessary - and the granting
is discretionary. E. M. 230, & H. M. 285.
1840. 18. When the venue changed, a
mistakenness only. Such copy is not ne-
cessary, but the original produced by
the State is sufficient.

E. M. 230
H. M. 285

V. When the action lies for a ground
- less Bail Bond in Court a legal
law suit. The General Rule, article
even, is that the action may not lie for
bringing a Bail Bond even though there
is no right of action - because there is
claim of right. The Act is an absolute
law. It is absolute and is liable for
cost. In there is no damage involved.
(Cases for Criminal Prosecution)
To the General Rule there are exceptions
1. When there is a good cause of action
in favor of the plaintiff and another party
is thereby put to a great deal of trouble.

E. M. 230
H. M. 285
1840. 18

E. M. 230
H. M. 285
1840. 18

Private Notes

the action lies. In Wheat the Def^t in the original Suit, having good cause of action, joins in a Suit not having

1 Co. 111.

Requittance: the action lies. But it is necessary that the Def^t (the original Pl^f) should have known that the Suit had not Requittance.

1 Co. 111.

2 Co. 111.

3 Co. 111.

3. If a person having no right of action nor color of right, and knowing it to be so, sues another for the breach of a contract, he is non tenet. There are no such cases in the old books.

1 Co. 111.

2 Co. 111.

3 Co. 111.

4. If for such purpose he sues him for a much greater sum than is due -

1 Co. 111.

2 Co. 111.

3 Co. 111.

But it is said that the action will not lie in this last case for arresting, unless the Def^t has been held to receive bail. When the Pl^f is utterly ignorant and known to be so by the judge, the Pl^f is brought in a Prochein Amo and is a verdict of the jurors but only property saved the action lies.

1 Co. 111.

2 Co. 111.

3 Co. 111.

Private Memoirs

The first jury being malicious - G. P. P.
 has given out a "Genuine" and sold
 the 11th goods, under it after having
 taken other goods under a former G.
 P. P. P. The action is for Detention -
 and Damage -

The Particulars given must be
 static - when founded on a former
 civil prosecution - and that it was
 done maliciously, and with intent to
 injure and oppress the P. P. - as in per
 son to hold the P. P. in bail - that is the
 injury - The Damage being presumed
 and - In Whether maliciously as-
 serting, a letter from home without any
 particular benefit to the creditor, but
 from apparent malice is a foundation
 for this action - It has been decided, not
 to be by the Sub. Court of Law -
 In the above receipt sup. it is re-
 corded that the Special Damage be
 two and seven - Seven of a Shander
 note

Private Property

incite, & to bring a groundless suit
against B - No special damages is needed
Party to be sued as defendant, as in
Criminal cases. It is not a claim of
of right by him - he is not amenable
nor is he liable to C. B.

There are two requisites, in all cases, to
sustain this action for a Tort. First
1. That the former action be returned
and is, indeed, for it cannot otherwise
appear to have been groundless or unjust
2. That the damage (i.e. actual) be &
really incurred or inevitable. Suppose
I have bought a land in my name &
can have no action till I am upon it

But it is not necessary that the damages
and should have been assessed in favor
of the plaintiff. Suppose I have bought
land in the original action. Yet I can
bring a groundless proceeding to action
and succeed in the first instance
Suppose I sue B claiming that he
has

Private Damage

has no just cause of action, but yet the
feeling and intention to recover. So
that it is not yet an action. The action
is not a tort. It is a tort. In B. & C. v. D.
11 R. 200. It must be with malice
and with intent to injure and
suffer. 13. The State of mind going into
action of all who willingly and wil-
lingly wrong others by prosecuting and
putting with intent to vex and trouble
and to do damage are recoverable. It
also subjects to fines of 100 s. and for the
same offence to be imprisoned 1 year, a
common count.

One cannot join in an action for a
reparation for the injuries being re-
spective and personal. But there
may be two Defendants in general.
Whether damages may be given
in this action of personal injury. There
are two cases to be considered. There
can be no damages.

P
P

Private Wrongs

The malice of the Defendant enters
into the consideration of Damages
L. R. P. 534. is Dec. 1991.

They are not Generalized by the Justice
of Court.

Private Wrongs.

Action of Trespass vi et armis
for injuries to Personal Property.

Trespass in its most extensive accepta-
tion at Com. Law is any transgression of
2. Pl. 208. Law short of Treason, Felony and Misdemeanor,
3. Pl. 208. sign of Treason and Felony. When not con-
sidered as a word of technical import it
is any violation of any Law. The word
as now used in Law denotes, in its general
sense any misfeasance, committed to the
injury of another person or property.

The word in its most appropriate sense
importeth only injuries by force to the real
or personal property of another.

The Trespass now to be considered comprising
all forcible injuries to the personal property
of another. The right of personal property
by its definition is liable to two species
of injury 1. Abuse or Damage, while
the possession of the owner continues.

2. Detention or deprivation of possession
1. of Abuse without affecting the
possession

Private Wrongs.

Reparation - & Reparation and reparation.
 (Selling) my beast, or carrying away a horse
 which, taken away from the value of
 the chattel, falls under the description of 3 H. 155.
 Injury - (If it's timber floaty)

The remedy in this case, if the act is
 accompanied with force, and is unlawful
 (violently) injurious is by Trespass or Detour
remedy. If Force is brought when Tres-
pass is the proper remedy, or vice versa.
 (Judgment is arrested)

3 H. 155
 5 Com. 582
 2 R. 556. 17
 1 R. 598
 6. 7 H. 155
 2 R. 556. 17
 1 R. 598

Q. A. Of Detention or Detriment of Property
Reparation - This species of injury, so far as it is
 remediable by Trespass, or Detour, consists 3 H. 155
 chiefly in an unlawful taking - (An
 unlawful taking being generally reme-
 died by Detention or Detour)

The action of Trespass or Detour is general
 (unlawful taking) - in specific tortious
 (unlawful taking) - in specific tortious
 (unlawful taking) - in specific tortious
 (unlawful taking) - in specific tortious

3 H. 155
 5 Com. 582
 2 R. 556. 17
 1 R. 598

Private wrongs

two of nature's - and is, liable in the same
 fully, breast only - But, in some instances
 when the original taking is innocent, trespass
 lies for subsequent injuries. E. g. a trespass
 taken as an outrage and afterwards, labored
 trespass lies. The diff. is a trespasser at ini-
 tie. In some cases, trespass lies, ante.

Rule: When the authority to do the origi-
 nal act is given by law, an abuse of the
 authority makes one a trespasser at initio.
 Example of the outrage supra. E. g. a person
 enters a tavern, and afterwards, thinks
 he is a trespasser (by relations) in entering
 case of Real Property. E. g. a Sheriff
 goes into a place of a shop, where he
 ought to be. To presume, propter.

But the sufficient abuse of the right,
 then given, by law, must be positive. It
 must be a misfeasance and not a non-
 feisance. E. g. a tavern supra where
 the original is. But he would not have been
 a trespasser at initio for refusing to
 pay

Private Prerogative

May the law be for entertainment?

If one having taken a distress lawfully, refuses to deliver on tender of sufficient security. Detention of goods &c.

3 Ann 581.
2 Stat 556.
1 Stat 8. 130.

Here the injury is, furnished by law

Exception to the rule in the case of the Sheriff, who avails to return a writ.

5 Ann 562.
2 Stat 556.
1 Stat 8. 130.

Where the party gives the licence under which the original act is done the other can never be made a trespasser by relation. For though the law will furnish an cause of abuse, the very act which was authorized by itself, yet it will not allow a party to treat that as unlawful, which he himself made originally lawful.

2 Stat 556.
2 Stat 556.
8 Co 146.
14 Co 196.
2 Stat 556.

Unlawful restraint or abuse by a bailiff &c. If indeed the bailiff destroy the thing: trespass it is, &c. &c. for he is a servant of the Parliament; but is not a trespasser at suit to the King's service.

5 Ann 581. Can.
2 Stat 556.
5 Stat 162.

To maintain the action the King must have possession for property, alone

Little 2. 71.
6 Co 146.
5 Co 32.
2 Stat 556.
5 Stat 162.

2 Stat 556.
1 Stat 8. 130.

Private Mortgage

- is not sufficient. E. The M^y. let a House and furniture to H. the Deb^t spending the lease period an execution on the furniture, June 1880. H. is now holder, that H. will not be as belonging to H. H. bought trapap and it was a good one not to be. On the M^y. was not supposed to be a fact. have been there. But construction prohibition is not a stranger sufficient. 3. Jan 1880. H. a Sailor. In general, any person having a special property may not a stranger maintain trapap. For it is a prohibition, in fact. 3. Jan 1880. The executor of H. may maintain trapap of a stranger for taking them. The general property contemplated by the rule, must suppose a right (either absolute or conditional) of present possession. In the case of H. to keep possession. After it is contrary to authority. Suppose the case of a borrower for hire for a certain time.

Private Writings

To, he who has the special property in
goods may bring trespass. The same
generally as in *Yves v. Davies*. 5. Dec. 164. Co-
litt. 89. 4. Co. 84. 2. Vol. 567. The Bailor

and Bailee may both maintain *Writ*

9. Saund. 474

land. If the Bailee delivers the goods to a

5. Dec. 164.

pl. 18. 475.
pl. 30.

stranger: the bailor cannot maintain

trespass, though in some cases he may recover

if the Bailee has only the bare custody

5. Dec. 164.

as a servant. If property is given to him

he may maintain trespass before he has

5. Dec. 164.

Lib. 214. pl. 10.

actual possession - for property, once a person

is in land. If goods of the testator

are taken away before the will is proved

5. Dec. 164.

2. Bulst. 268.

1. R. 480.

the Ex^r may maintain trespass after

proving the will. He has by relation a

constructive possession from the testator's

death - and his right is from the will -

not the probate. In a legacy of specific

goods may maintain trespass for taken

5. Dec. 164.

after the Ex^r is appointed though it be before

delivery to him by Ex^r or Administrator of the

Legacy

Thirali Group

Signs have been of a "three part" of the late
 the goods for this, not specified. And in
 the first instance, they have been perhaps

1. 1880-1881

that, perhaps, is not true, if the taking
 was before the goods were taken to the sign.

2. 1881-1882

The bishop for goods taken to, and being
 going to him, with the goods - but the defect

3. 1882-1883

is plausible in abatement only - as the
 in goods is wrong. It seems that at

4. 1883-1884

them, some bishop over, not for an act
 according to policy, as perhaps, goods

5. 1884-1885

lacking - by reason of the merger.
 The English authorities are contradictory

6. 1885-1886

as to the application of the principle. There
 is no such principle here. Merger is

7. 1886-1887

founder in factitious elements in
 the

8. 1887-1888

If a sheriff or under sheriff takes the goods
 of an execution, not another, the sheriff

9. 1888-1889

is liable in this action.
 In declaring the goods must be referred

10. 1889-1890

to the goods with several articles "Duns goods"
 or "Duns goods" not sufficient, nor is

11. 1890-1891

this

12. 1891-1892

Private Property

There is a distinction between the property which
 is a bar to an action and the property which
 is not. But the rule applies only when
 the action is founded on the taking of, or
 injury to the goods themselves, and not
 when the injury is laid by way of aggra-
 vation. Thus, if goods, generally, is
 sufficient. As, perhaps, for breaking and
 entering the shop, house and spoiling the
 goods is sufficient, — even in special
 occasions. Perhaps for breaking and en-
 tering house and spoiling the goods, here
 the spoiling is only aggravation and the
 shop, house, make a new assignment of it
 as a substantive trespass.

2 H. R. 56.
 3 H. R. 202.

As a general description is sufficient if
 it is made particular by reference to
 other things in the declaration. As, "I
 broke open the house of the said
 John Doe, for opening the house of the said
 John Doe."

(1. Pro. 228.
 2. of most
 argument)
 3. 2 H. 202.
 4. 1 H. 555.
 1. H. 211.
 2. 3 H. 313.
 3. 4 H. 20.
 4. 1 H. 2.

Perhaps of a permanent nature, it must
 be laid with a "motion and" "therein
 being included" — laying with a
 "motion and" — laying with a
 "motion and"

Sal. 43
 1. H. 214

2. H. 216 40.
 Sal. 638.
 3. H. 213.
 4. 2 H. 213.

Private Arrangements

The pay laid is not material. But the P^{ty} may serve his ship, at any time, and within the limit of limitation. 319. 321. 415. On 14. 2. 18. 221. 1. 18. 285. 1. 18. 32. 18. 104. Purpose of a Release, pleaded the P^{ty}. must however ask the subsequent time of. The P^{ty} by way of aggravating damage, may sue in the Declaration, things for which he would not have an action. He is not to aggravate damage. 2

1. 18. 348.
1. 18. 348.
1. 18. 348.

1. 18. 348.
1. 18. 348.
1. 18. 348.
1. 18. 348.
1. 18. 348.
1. 18. 348.

If a ship is committed by several the P^{ty} may sue of one, or more, or all. He may sue each and severally. If one defendant goes forward and is compelled to pay the whole, he can not charge the others to contribute. And the rule is, common to all only.

1. 18. 348.
1. 18. 348.

1. 18. 348.
1. 18. 348.
1. 18. 348.

But if it appears from the Declaration that the ship with another person certain persons, the Declaration is not for joining the latter. In such the

1. 18. 348.
1. 18. 348.
1. 18. 348.

Private Papers

The principle of tort being several, and
the tort pleading, or pleading the tort
against him the Declaration. Str. 420.
1000. But if the tort is not known the
Declaration is good.

Str. 420.
1000. 282.
Str. 420.

A justification must be pleaded. If a
justification is pleaded by one of several
there upon the whole, and the Defendant do
cause of action, judgment cannot go
against either, even if one is.

Str. 420.
1000. 510.
Str. 420.
1000. 510.

is not quietly. To a license. Had a

Str. 420. } The words "in arms" are
not necessary in law. In the case cited
there was a special Verdict.

In England "in arms" are words
of substance. In at common law the proge-
ment in case of forcible injuries was a

Str. 420. } *Capias pro fine* - in taking the fine paid.
a sum of money in taking out the origi-
nal and the judgment was a new
record. In taking out the fine.

Str. 420. } Now the writ of taking pro fine. Had a
sum.

Private Notes

away by the S. Williams and more
 But the S. Williams a full-blooded English
 judgment, in acting for injury with
 force and effect. Therefore the power of
 the rule continues

S. Williams
 Oct. 1848
 20th Nov. 1848

The "Central power" are ready of the
 stance in England. These objects are
 added by the rule and shall be a new
 day. S. Williams Oct. 1848 (S. Williams Oct. 1848
 and in the S. Williams)

S. Williams
 Oct. 1848
 20th Nov. 1848
 21st Nov. 1848
 22nd Nov. 1848

It has been decided in the Court nearly 20
 years ago, that trespass and trespass
 in the case might be joined in the
 Declaration. At the law, such a
 joining seems to be ill because different
 arguments would be necessary. Now
 the joining is gone, is taken away by
 the law. Yet the general
 solution has still been the difference
 in the nature of the arguments. Case
 for the plaintiff and negligence
 may be joined with trespass. But
 trespass

S. Williams

2nd Nov. 1848

2nd Nov. 1848

Private Mounds

heraff re et armis and herer account
be joined of fees. 2. Wily. 322. 1. W. 274.

In C. v. P. the rule as to C. v. P. may be
2. inst. 208. Different as to the two causes of action.

Fuller, Justice says, that the identity
or difference of the Supplements is not a
universal criterion. But he says that
1. W. 274. where the same plea (i.e. the same
2. W. 274. general plea) and the Supplement would
be the same, the cause of action may
nevertheless be joined. So the same
2. W. 274. Supplement is not, in itself, the same
cause of action as Supplement before the Stat.
of William and Mary.

Contract and Tort cannot be joined
1. W. 274. 2. W. 274. 3. W. 274.

Private Wrongs

Action of Trespass on the case
arising ex delicto, for injury
to the person and personal
property.

The action lies for wrongs not accom-
panied with force, or acts which the
law forbids, are injurious - and can
be the neglect or omission - and for
consequential injuries occasioned by
acts which are forcible - E.g. of the

Pl. & Def.

first kind of wrongs - Tresspassing
persecution - Slander - libel - Stupr.

3. 91. 223
2. 11. 240
1. 11. 250
2. 11. 250
3. 11. 250
2. 11. 250
2. 11. 250
2. 11. 250

Defences in a libel - perjury - perjury

E.g. of the kind injuries sustained
by actions usually called torts for

quasi - Throwing a log into the road
over which one falls - Digging a

Str. 636.

pit - Actions of trespass in the case

2. 11. 250
2. 11. 250
2. 11. 250

are generally founded on the species of
the old tortious case, was known

2. 11. 250
2. 11. 250
2. 11. 250
2. 11. 250

at common law as perjury

In recent the genus of declaring and
proving

Proving

Spinal Bony

common parlance, make a distinction
between acting in the case and
acting of trespass in the case. To
distinguish, we call an action in the
case. Thus, trespass in the case - the
first class arising in contract the
second is tort. The English law
knows no such distinction. It is
of trespass in the case.

2. Quere
3. 10. 208

4. 10. 208
5. 10. 208

If case is brought where trespass is the
proper remedy, action judgment is ar
rested and is reversed.

Where there is no force in the transac
tion there is no difficulty. Case is always
the proper action. When the original
act involving an injury is, with force,
trespass is at once the proper remedy
and in other cases trespass in the case.

3. 10. 208
6. 10. 208
7. 10. 208
8. 10. 208
9. 10. 208
10. 10. 208
11. 10. 208
12. 10. 208
13. 10. 208
14. 10. 208
15. 10. 208
16. 10. 208
17. 10. 208
18. 10. 208
19. 10. 208
20. 10. 208

The rule seems to be: If the act is
immediately injurious, trespass is at
once the proper remedy. As for
long of one's self - false imprisonment
(destroying)

Private Writings

restraining property with actual force

But if the injury is consequential trespass on the case, seems to be the proper action.

him - as throwing a log into the high
way over which we fall - B. Col. of Ser

Recd. from a Battery of mags, 24 round,

child. In the last case the notation is

usually called *teshah*, and *kishah* is
held to be the proper action.

There is a difficulty in applying the rule
the effect, need not be instantaneous to
maintain trespass - When it is instanta
neous trespass only is the proper remedy.

Injuries which are not the intentional
direct effect of the original force, are in
some cases remedied by repair and in
others by loss. When the immediate

cause of injury is but a continuance of
the original force, it not being in any
way measure produced by the volunta-
ry intervention of any rational agent.
The author of the original force is liable

2. Ind. 310.
2. P. 26-79.
2. P. 1899
Sara 831.
2. Par. 1144
2. 112. 831.
2. Ray 2404.
2. 804 800.
892-3

7 Nov. 1896.

[illegible]

Private Wrongs.

in trespass. For in this case he is the author
of the whole force, and the ultimate vic-
tim of his. The injury is considered in
law as the immediate effect of the origi-
nal force. But when the original
force ceases before the injury commences,
as in the case where the injury
is produced by the voluntary intervention of
rational agents, and in many other in-
stances, the author of the original force
is liable rather than at all in Equity.
For here the ultimate force is not his, and
the injury is not considered in law as the
immediate effect of the original force.
P. A. Ball shot, glancing two times and
killed B. D. A. threw a foot ball. It killed
it and B. One threw a ball which
glancing 100 times killed C. In Equity
the ball is not in law the same as the
effect of the original force. For Equity
sees the cause, as ultimate force, as the
immediate effect of the original force, as in

Operative Principles

cause concerns the present situation
has been. The injury is not the immediate
effect of the original force (the
not indeed the purely physical effect
immediate or remote of the original
force). The immediate cause of the in-
jury to B is the same cause, the
direct best cause to the present is, however,
remote. Therefore it is said: and the actions
by the Master in such cases, always have
been justified, as in principle they
ought to be. (Case, 2 W. 464 8. 2 W.
465. 2 W. 206.) - though they have been
called "highly" 2 W. 464 2 W. 465. 2 W.
466. 2 W. 467. 2 W. 468. 2 W. 469.
2 W. 470. That the Master's blame
is "highly" -

is through a blow, which comes once
and in bounding, hurts B. Here, the
impulse continues without inter-
mediate paternal agents and B has
been. So, if it bounds in B's

578 58
579 58

Private Wrong

So if one throws a log into the pond and
is throwing it hits one

(But, in the case of a foot ball (put by
Blackstone J.) Case would be the same
more) A ball shot at a man's
glance, and wounds. Respects

So, in the 2nd case - So, in training
not a mad or - Cutting down -
spring trees - In this case, the injury is
the immediate physical effect of the
force, continued, and is not aided by
intervening free agents - But, if a
log is thrown into the pond, and a
falls over it. Case is: but, in the
effect of the original force continued

So in the case of the 3rd case

So, in the case of finding a wild horse
which ran over the 1st horse. These Mr.
Gould concludes, the 1st was not an
aided as agent, so far as related
the force - And where the 1st Cart
by his negligent driving ran into
force

Private Property

force of act. the Pliff's horse, Car, was a
 judge. to lie. (it was not alleged as
 the act of the Def. - & Car was. The de-
 claration did not describe the force, as the
harmless back of the Def. - (Dig a trench
 on my own land, and direct a water
 course from my neighbours: the injury is
 the physical effect of force - yet Car, and
 not trespass lie. Where the proximate cause
 is negative, viz. the failure of the stream -
 therefore it is not a continuance of the
 force - If a Servant in performing the
 Master's business, accidentally a direct injury
 (as with force negligently) is trespass or
Car, the proper action of the Master.

2 M. L. 101.
 2 H. 438.
 2 W. 588. 9

Case. Mr. Gato thinks. Where the Def.
 step, pass over the Pliff's boat with force
 by negligence of the Def. But Car is
 said to be the proper action for this, not
 the personal act of the Def.

1. Car. 101.
 1. Car. 78.
 6. 78. 101.
 2. H. Pl. 101.
 3. Car. 441.
 5. Car. 610.
 1. Car. 101.
 4. Car. 248.
 2. Car. 248.

If it willfully & with intent of Def. they
 say lie - if it is by negligence Car lies.

2. Car. R. 546.
 1. Car. 101.
 1. Car. 101.
 1. Car. 101.

Private Wrongs

The injury is immediate in both cases
 as it is not in the former case - but not in
 the latter. It is an act of violence by one's
 own self - therefore may be maintained
 against the owner of a land for negli-
 gent wrongs. If the servant does it willfully
 without the master's order, the master is
 not liable. In the case of fighting
 (see ouling) there is, the force is immediate.
 It is an expressed act of force. But the
 case of the spout; otherwise for erecting
 the spout may not cause the rain. For
 it is expressed. There the force ended before
 the injury took place. A spout running
 head of water up is the case. It takes
 (pouring) water on the land and there
 is an expressed act of force.

There can be no injury occurring
 in consequence of an act with force. The
 original act may be true to have been
 done in obedience. Through the action it
 can be given description of land.
 Whether

2. 10. 10.
 1. 10. 10.
 1. 10. 10.

2. 10. 10.
 1. 10. 10.
 1. 10. 10.

Private Wrongs

Whether the original act was lawful or not is not the criterion 2 Bl. 892. 85

It is said that can and not should lie where the act is originally lawful. 5 Am. 636

R. G. Hunt case. It is not correct the same lie but is "Public Reg. 43" The

meaning must be that perhaps lie not where the wrong act is not right the reason. 2 Bl. 892. 85

This action lies for a great variety of misfeasances. Many of them have distinct titles - as River - apprehension - Danger of

A mere neglect for which the action lies on the ground of solicitation must be a neglect of duty implied or required by law - (Ex. a finder of property is not bound to keep it safely - if it steals this neglect he is not liable.) 2 Bl. 892. 85

Thus for negligence in his office a Sheriff is liable - So are other officers and private persons in many cases of the Court a Sheriff would be liable for not getting the property taken by process - In England he

Private Wrongs

he may retain "that they remain on
his hands pro defectu comprehensionis"

S. Pau. 755. Gal. 333. 1. Pau. 760.

S. Pau. 755.
Gal. 333.
1. Pau. 760.

A person performing, ~~in a~~ ^{for} another in the line of his profession and
doing it carefully or negligently: is liable
in law actions. But, if the business was
out of the Profⁿ profession, he is not liable
for want of skill, unless in case of a spe-
cial engagement. Though for negligence
he is. But, in case of an undertaking in
physic or surgery, it seems that unless
the persons undertaking, make the prac-
tice of physic a common profession,
they are not liable even for neglect, with-
out a special undertaking. It is the folly
of the patient.

S. Pau. 755.
Gal. 333.
1. Pau. 760.

The action lies in general ag^t any one by
whose act or culpable neglect the health
of another is impaired. As, if he ag^t a
seller of bad wine, which has injured
another's health. So for serving a
poison.

S. Pau. 755.
Gal. 333.
1. Pau. 760.

Private Wrongs

injurious trade, producing the same of
feet (An. If he did not know it, to be
said) 1. Cum. 166. 1. Pol. 90. 2. Pol. 3. Pol. 166.

There is an implicit warranty that the
provisions are good

Statute 180

It also lies for mischief done by a dog
(as biting) if addicted to such mischief 1. Pol. 302.
the owner is liable having notice - and not
without notice - Judgment may be
arrested if notice is not alleged. Under

Sal. 662
2. Sal. 12
Section 33
2. Pol. 4. 651-2

the Stat. of Cann. notice is not necessary 3. Pol. 298.

It lies for injury done by animals for
nature as bears &c without notice.

1. Pol. 245.
2. Pol. 208.
3. Pol. 234.

Though the injury be different as to the
object from what the owner has notice of

1. 2. Pol. 2109
3. Pol. 12.
Sal. 662.

The "reverter" is not traversable - "Solens"
not being a direct allegation

1. Cum. 208.
2. Pol. 186.

If A's timber floats on B's property. R.
see An. Mr. Foster supplies

1. 10. Pol. 258.
2. Pol. 244.

It lies for a disturbance i.e. hindrance
one from the free enjoyment of his right
of free land - generally an interference
right

3. Pol. 234-1
1. Cum. 199.
2. Pol. 266.
3. Pol. 245.
4. Pol. 245.
5. Pol. 245.
6. Pol. 245.
7. Pol. 245.
8. Pol. 245.
9. Pol. 245.
10. Pol. 245.

Private Journal

right. To obstructing a right of way.
Overturning a water-conduit, Sec 5. 1938.

To an escape either on public or private
property, this action lies, agt the Sheriff
C. Cas. 245. & Show 176

At Law. Law the only action known
agt the Sheriff in either case was Tres-
pass on the case - And by Stat. Westm. 2.
and Richard 2. Debt lies agt him
for escape under public property - But
Debt lies in both instances.

When Debt is brought the Jury cannot
give less than the whole Judgment, and
let a Case - And the remedy under
which are arrested is void as to the
for escape lies agt the Sheriff. Focus
if necessary also - For the fear of
the under Sheriff the Sheriff himself
is only liable Focus in Law - for
mistakenly or lost both he and the
under Sheriff are liable - To Voluntary
escape - committing a writ - of

Private Property

If a Sheriff having arrested one on
 meagre process, refuses to take sufficient
 bail, which tendered: he is liable in Case
 but not in Treachery. he is not a Treachery
 at initio the abuse of the authority of
 the law being negative. 8 Co. 116. 117.
 1. Case 117. 2. Case 118. 3. Case 119.

Feb. 1960
H. J. B. C.
1. B. C.
2. H. C.
2. B. C.

The action lies altogether in favour of me
taken on medical basis - in favour of the
original. ~~But~~ The Jury may give the
whole truth of a life. It is up to them to

B. N. C. 52.
L. p. 24.
L. p. 24.
S. J. R. 187.
L. p. 204.
C. p. 187.
L. p. 187.
C. p. 187.
C. p. 187.

from the original diff. in favour of such of
such. So it lies in the case of one taken
from by Chas. Brooke, in favour of the or-
iginal diff. and the preceding diff.
reference's exchanges, the diff. according to
Chenap. So it lies in the case in fa-
vour of the Sheriff.

P. M. Q. 12
 S. M. R. 12

It is for the Sheriff up a honor con
 sidering either an improvement or original proceedings
 and that though the Sheriff himself has
 not been free - Do not the honor
 Sheriff

Dr. R. B. B.
No. 544 on
Walt. 189.
T. Com. 7.28

Wm. H. 24.
- 1871.

Feb. 16/21
Cr. 618
50

Philip

Private Wrongs

Sheriff, in favour of the Sheriff, it seems.
E. H. P. 613. But not in favour of the party
unless the escape be voluntary.

But the under Sheriff cannot maintain
the action agt. the party escaping, even
though the Sheriff has received a placard
for he is not liable to the Sheriff by law
but by contract. The injury is to the Sheriff
and party, and not to the under Sheriff.
See in Comm.

E. H. P. 614. Attorneys are liable to the action for
neglect or misconduct injuring their
clients and they are at times
liable to the adverse party for dishonest
practices. E. H. P. 615. An attorney has a right
to take a request agt. the Def. after the origi-
nal Def. has been properly served. The Def.
has an agt. the attorney.

E. H. P. 618. A Justice of Peace for refusing
to do their duty. E. H. P. 619. A Justice of Peace
cannot authenticate instruments
which require his signature. See in Comm.

Private Wrongs

Exposition of. - It lies, not agt a person who has sued out a writ, for not come to surrendering it in settlement, unless and if it is proved. 1. Dev. V.P. 388. 2. Mils. 302.

It lies, for breach of trust in bailage
G.M.P. 618. 2. L.P. Ray. 909.

note, letter
Trove and
Bailment

This action lies, on the ground of negligence, in all cases of bailment where the property is injured for the want of that degree of care which according to the nature of the bailment the law requires for which is expressly stipulated for.

1. Horn. 266.
1. Inst. 86.
G.M.P. 618.
G.M.P. 618.
G.M.P. 618.
G.M.P. 618.
G.M.P. 618.
G.M.P. 618.
G.M.P. 618.

It lies, agt owners or masters of vessels for goods left or injured through negligence.

2. M.P. 623.
G.M.P. 618.

But the owners of goods if in fact, must all be joined as the right of action is quasi of contract. But if one is joined in an 'allegation' it must follow it in 'allegation' 2. M.P. 525. 1. G.M. 266. 2. G.M. 303. 445. Contro.

3. G.M. 283.
1. G.M. 266.
and that the
case in G.M. 440.
was treated as
a contract.

But, masters are not liable for letters sent or notes in their hands through the fault of subordinate officers. The office is for intelligence.

2. M.P. 624.
G.M. 440.
G.M. 440.

Private Roads

intelligence and not for insurance. There is no contract nor is there any hire paid to him by the P^{ost}. But for actual

Cont. 735
are
S. Mansfield
3. M. 443.

fault of his own the Post Master is liable. It is the in-door officers.

3. Dec. 179.
taken 44.
1. Feb. 3. 17.
to 1. 1. 17.
3. 1. 17.
1. 1. 17.
3. 1. 17.
1. 1. 17.
3. 1. 17.
1. 1. 17.

Non-keepers are liable for all property of their guests left for that degree of care which the law requires of them.

Sept. 178. Inq. into P^{ost} Actment 135. They are not liable for goods stolen by the guests servant or companion or taken by public enemies. To subject an inn-keeper for goods stolen of the P^{ost} must have been a traveller and a guest and received as a

3. 1. 17.
3. 1. 17.
3. 1. 17.

guest. A neighbour procuring lodging is not a guest within this rule.

3. 1. 17.
3. 1. 17.

An inn-keeper is not chargeable as such unless he receives profit from the guest or his goods. Therefore if the guest goes away and leaves his goods he is not liable. Ali-

3. 1. 17.

3. 1. 17.
3. 1. 17.
3. 1. 17.

though the owner is absent he is liable for

March 1840

for the goods of the owner of the land is
timberland and he is still a guest. If
living out in the morning in the morning and
returning before night. E. H. P. 609.

E. H. P. 609.

Pickney or New found. memory was
given for the Inn-keeper - In the kitchen
is not liable for injuries to the person of his
guests in the kitchen - as against the

E. H. P. 609.

E. H. P. 609.

But he is liable for not receiving guests in
the kitchen and for not receiving guests in
the kitchen who refuse to carry.

E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.

This action lies for assault in fact - as
false warranty or false affirmation. E.
affirming that to be more than it was.
Warranting goods to be of such a value.

E. H. P. 609.

E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.

But it does not lie against the vendor for
false affirmation when the vendor has
been guilty of neglect. As if the vendor
might easily have learnt the true value of
the goods or affirming that it would give
value. If the defects are visible a gene-
ral warranty & giving not to them - In
will

E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.
E. H. P. 609.

Private Wrongs

look to the former Ex. Exch. A. cattle
on to its land and thus subject it to dam-
mage. I am better to him for the former
Rob. on Fraud. Ex. ex 125. Ex. C. 325.

1. Rob. 20. Ex. 32. All 3 2 Ex. 282.

Where a public right is obstructed or
violated to the injury of an individual
he may maintain the action. But he
must show special damage

Ex. 450.

Ex. 418. as an inhabitant of a certain
place had a right to pass a ferry, but when

the ferry man refused to carry him he

Ex. 418.

brought his action stating the common

Ex. 418.

Ex. 193.

right but not showing special damage

the action was rejected not to pay. It is of

a public nuisance, occasioning private
damage. So it is, but injury re-

Ex. 38.

Ex. 316.

Ex. 234.

ceived from a nuisance in general

Ex. Obstruction against light. But it

is said that it must have stood some

Ex. 418.

Ex. 418.

Ex. 418.

Ex. 418.

Ex. 418.

Ex. 418.

Ex. 418.

in memorial. Nelson J. held 40

years sufficient - perhaps 20

It

Private Memoirs.

If a man having built a house on his
own land, & sold it neither her nor any
person claiming under him, may e-
rect any building which will not ig-
nity it would be an injury in con-
sideration of his own ground. Though the
ground is not ancient.

But affecting a right is not a right
to make. In this case, master of the
house built, was a right to the
house.

The other was immediately settled to
the privilege of an ancient right
to the house. In the action for the building
the right to the house was the right to the
house.

The right to the house was the right to the
house. In the case of the house, the right to the
house was the right to the house.

The right to the house was the right to the
house. In the case of the house, the right to the
house was the right to the house.

The right to the house was the right to the
house. In the case of the house, the right to the
house was the right to the house.

Private Property

after leaving C. — In the air over
the whole line, and the adjacent valleys
where the embankment occupies a
new position. It is where the whole
injury is done by the first erection.

The "Hundred Days" right in action has
done in favour of the cause for years
and the survivors. In it is an injury
done to the interested and present co-
signers. In this roll lies for ever
hanging, the M.S. have a hard job to do
and make upon it. In the second
a plan is to for creating a branch
section to the support of which injury
the M.S. perhaps do as a meeting house

In per infecting the air about our house
in any way, so as to render it unhealthy
and ^{injurious} affecting the health of
standing in the relations to others of
Sister's Heart and Health have been
broken & under the better of the Domestic
Relations which per. to her.

Private Manners

Ex. Rev. Ch. Court. T. 2. M. R. 1884. 2. Part 1. 1884.

The actions brought in these cases have been in form trespass on a right: but they are substantially actions on the case. Ex. Rev. Ch. Court. T. 2. M. R. 1884. 2. Part 1. 1884.

In other personal injuries: If a legal voter tends a vote and the returning officer refuses to accept it. Case, the act being at law. In a candidate for an elective office may have the action against the returning officer if the latter refuse to take or count his votes. In the returning officer is liable to the action in favour of the candidate for making a false return of the votes at an election. These are rules of law. But it is held that it is not a false return of a member of Parliament unless the right to return is in Parliament in favour of the latter or cannot be determined as a rule of law.

Private Brands

of dilution - There are rules of the Com.
and there is a Stat. on this subject in
England, &c. and S. William B. giving you
the damages and costs.

So this action lies agt an officer of making, P. 9. 18.
a false return to a magistrate, &c. 17.
&c. 111.

So at Com. Law is without Stat. on the
subject, an author may be liable in this
action agt just as publisher his works with
out his permission.

Now, however, another is answer-
able for his publication or neglect in regard
to the work, and a further liability in this
action - i.e. when the injury is caused
all by one - otherwise he is liable in
trespass or any action available to the inju-
red.

So this action lies for obstructing
process, &c. If an officer is prevented
by a stranger from executing a process
or by removing the goods of the magi-
stral Off. or taking the original. (Off.
clerk.) See also for the Officer or Clerk

4 Ann. 1703
P. 9. 18.
P. 9. 17.
P. 9. 111.
P. 9. 18.
P. 9. 17.
P. 9. 111.
P. 9. 18.
P. 9. 17.
P. 9. 111.

P. 9. 18.
P. 9. 17.
P. 9. 111.

Private Strands

in the woods.

In Acting in our private
house of work is necessary as there are
in specific or formed actions.

Let. H. 103. in the 14. arg.

as to the actions for good and evil like
"Groom and Time" "Parent and Child"
"Master and Servant". Vol.

Private Writings

Of the

Writ of Habeas Corpus

This is a prerogative writ issued
in England from the Court of Chancery -

French and answers in some degree in
its effect to the specific relief afforded

in Habeas Corpus - It may issue from Chancery, it seems - But the right is now ex-
ercised by the Court of Chancery French

It is granted in those cases only which
relate to the Government or the Justice

and when without it there would be a
failure of Justice - to enforce obedience
to the act of the Legislature and in the
land to the King's charter - to prevent
disorder from a failure of justice and
a defect of justice - there being no other
specific remedy

It is now generally granted where there
is an adequate remedy by action

This writ is granted in cases to the
Chancery Court

Private Memoirs

Ecclsiastical Court Court of Probate
is bound to grant Probate (Will) and
administration to whom it belongs. &c.

666 3. Bar. 534. Earth. 454. Sal. 241. 7450

*Aristo a Clerk of a Subscription Society. Feb 8 66
being driven to deliver up the horses to his care. ² p 579.
upon his being removed from office.*

It is not guided by any general rule
what offices concern the Public or admin-
istration of justice. To which are always
to be preferred or admitted the worthiest
and most able persons in government.

• I have been advised that the species
of Myrica = Myrica Myrica Myrica
is common. Young Myrica Myrica Myrica
is Myrica Myrica Myrica are all the
species of Myrica.

So it has to restore us to the place or office
of 20 years in an inferior Court. So to
the Courts' Court of Court.

The officers in these cases might be of an
"less permanent nature" therefore on
their

Private Money

officer under an attachment, or indite-
ment, or otherwise, on voluntary offer of
fine, is not entitled to it. E.M.P. 665
Linn. 11. 1798. 1801. 4. 1812. 1815.

E.M.P. 666
1798. 1816

But the office need not be freehold. It
is sufficient, that it is an annual office
and has fees annexed. This rule extends the
rule to all public offices in Great Britain. - It lies
in power to command a County Treasurer
to pay money to a creditor of the County.

So to command a Justice to lay a County
rate. Where the office is merely of a pri-
vate nature, the rule will not be gran-
ted. E.M.P. 666

E.M.P. 666
1798. 1816

So in England the office of Steward
of the Court Baron. In Great Britain offices of
private companies, as Library Com-
missioners, would fall under the description of
private offices - & so to turnpike com-
missioners incorporated in the grant of
incorporation is analogous to the ancient
charters. The rule never goes to enforce
an act by a Court, Magistrate, or other

E.M.P. 666
1798. 1816

officer. The rule never goes to enforce
an act by a Court, Magistrate, or other

E.M.P. 666
1798. 1816

Private Wrongs

it is uncertain, whether by law he has a
right to do so. But where there is, under
specific legal remedy, & it goes, with
a back to enable a transfer of stock,
for this law. It never is granted to em-
pel a Court Magistrate to be removed
when the view of it is discretionary.

P. P. 666.
Dug. 716.

P. P. 668.
2. 4. 8. 81
2. 4. 8. 438

If several are deprived of franchise,
they to each must have a separate
writ - they cannot join - the
wrongs are distinct, and the causes must
be different.

P. P. 668. 9.
But 4. 8. 81.
P. P. 669.

As to the mode of granting the writ
It is not usually granted in the King's
instance though it sometimes is. It is
it, issued by a writ to the sheriff -
and this is not granted but on affidavit
of the party applying. - But, under cer-
tain circumstances, it will issue in the
King's instance in protection. It is
a writ's part in England.

P. P. 667.

P. P. 668.
P. P. 669. 700.
2. 4. 8. 81

P. P. 669.
Say 160

It is never granted to a person who has been

Private Writ

a Writ. It goes not to prevent a de-
fendant from being tried. P. 119.

G. M. P. 372.
Cal. 1196.
133

The writ is directed to the person, whose
duty it is to perform the act demanded
- and not to another to procure the act
done. Where the act to be done by a part
of a Corporation, accordingly it may be
directed to the whole Corporation or to
the part which is to do the act but not
to any other part.

P. 1194.
Cal. 1199.
134

3. 136. 11.

When sufficient cause not being the
writ is not return the writ itself issues
at first with the alternative to do thereof
or per se recess why not.

P. 1198.
Cal. 1199.
135

If the Def. return a sufficient reason
he is excused. The reason being, true
and at Com. Law the return of the officer
he could not be traversed. But Com
Law for false return. See by D. 1198.

P. 1198.
Cal. 1199.
136

Now it may be traversed or in other
cases allowed to. The Court of Com.
have applied the reason of this writ.

Private Printing

Since the Stat. of the Return is false
which is a question to be tried by the
Jury, the party injured has a remedy
by mandamus and also an action
in the case for false return

It is said that the only remedy for a
false return is an action in the case

And if the false return were made
by several the action may be against all
or any: it being for a tort. An action
lies for perjury in the return

But if any one of the several be
solicitor of the false return, and was
overruled, no recovery can be had
against him. If the return is insufficient,
when the facts of it are true, no
remedy issues. If the return is false
and in the action in the case, a
remedy issues, provided
the action is in the Queen's Bench in
which the application was made is
in England in the King's Bench, or in

Private M. v. v.

From the Superior Court

If no return is made an alias
writ issues for contempt. P. D. 685.
P. D. 711. 3. Rule 101. 2. Gal 429. 434. - of
for a Mercurius rule to return to
the writ. It is held in Stans that
Str. 808. the attachment must do not all the
writ would have ~~been~~ made a
return. - Contempt is punishable by
P. D. 291. fine or imprisonment or both and
P. D. 296. in some cases with corporal or infamous
punishment.

Spina B. Wray
of the
House of Representatives

This is a prerogative writ issuing, 3. H. 342.
generally from the Chancery - 4. H. 340.
issued by inferior Courts from recording 4. H. 340.
case, out of their jurisdiction. 4. H. 340.

of jurisdiction which is of the Court of
 Chancery. The common Pleas and the
 Exchequer. It is directed to the inferior
 Courts and the party - and is founded
 on a suggestion that the cause itself
 is a true and legal question arising in
 it is out of the inferior Court's Juris-
 diction. The mode of obtaining a writ
 is by a bill to show cause why it
 and in many instances affidavits
 must be made that the cause comes
 within the Court's jurisdiction. It is out of the inferior Court's ju-
 risdiction. It is then that the Court
 bears from the face of the declaration,
 that it is out of the inferior Court's

But for the recording of prohibitions

Private Writings.

prohibition i.e. to prosecute an action
by giving a declaration not the oppo-
site party, when a fiction not trans-
ferrable that the latter has proceeded in
disobedience to a prohibition before gran-
ted - The Declaration must follow
the suggestion - The action is regularly
proceeded with - and the question of
the sufficiency of the cause suggested
lies upon the Defendant.

If the cause suggested is adjudged
sufficient, Judgment with nominal
damages is given for the Plaintiff and Inhi-
bition issues. If insufficient Judgment
for Defendant and a writ of Consultation
awarded. i.e. a writ issued upon de-
termination or Consultation had. re.
submitting the cause to the inferior
Court to be there determined, without
standing the former dictations Inhi-
bition - So too a writ of Consultation
is sometimes granted where there has

Barne, 10 L.
as 1. 2.
1. 2. 3. 4.
1. 2. 3. 4.
1. 2. 3. 4.
1. 2. 3. 4.
1. 2. 3. 4.
1. 2. 3. 4.

1. 2. 3. 4.

3. 4. 5. 6.

actually

Private Writ

actually been a prohibition. & the party
prohibited may take a declaration
pursuing the suggestion and traverse
the fact on which the prohibition was
granted: - and if the issue is found
for him a satisfaction issues.

The Court itself by its own more mo-
derate suggestions towards a satisfaction.

& when upon further consideration
it thinks the suggestion insufficient

Disobedience to the writ is contempt
and is punishable by fine and impris-
onment at the discretion of the Court.

It is also a contempt to commence a
new suit in the same Court for the
same thing after a prohibition.

On the attachment for contempt the
App. recovers damages and costs for the
other proceedings after the prohibition.

There is a doubt in some's respecting
the power of granting prohibitions
in the Superior Court and making

Private Wrongs

Chief Justice or 2^d assistant Justice
to do it, in vacation - This, what
more, the English law on the subject

Private Writings

Of the

Writ of Habeas Corpus.

This is a writ by which a person restrained of his liberty may be brought before some Superior Court for some special purpose - either on his own application to be released from confinement or to claim justice, or upon writ of some other person having a right to require his appearance.

Of this writ the kinds are various.

I. Ad Substrandum - This lies

1. 12. 12. when one has cause of action against another
2. 12. 12. confined by writ of an inferior Court
2. 12. 12. to remove the prisoner, & as to charge
2. 12. 12. him with a new action in the Court
above

2. 12. 12. Ad Satisfaciendum - This lies

2. 12. 12. when judgment has gone against the pri-
soner, and the King would bring him
up to give him with benefit of main-
tenance

Private Prisons

Now law made, in favour of the liberty of
the subject - 1 Geo 3rd.

This is the writ, by which release is ob-
tained from every species of illegal
confinement - 1 Geo 3rd.

By either House of Parliament, for a
contempt committed by

their process. Which at that time

from the House of Commons and the House of

and by a fiction of privilege or being a

member from either House excepted

in case of commitment for a crime, the

first could only take out a writ

Whether it may issue from Chancery,

is a question. It seems however that

it may issue from any of the Judges of

King Bench, may issue it in vacuo -

1 Geo 3rd. It is directed to the Keeper or

other person detaining, to produce the

party with the same to his detention

It is the writ which is now known

discharged is writ to bail or demand

that

1 Geo 3rd
Stat 42

8 Geo 3rd

1 Geo 3rd
Stat 42
1 Geo 3rd
Stat 42
1 Geo 3rd
Stat 42

1 Geo 3rd
Stat 42
1 Geo 3rd
Stat 42

1 Geo 3rd
Stat 42

1 Geo 3rd
Stat 42
1 Geo 3rd
Stat 42

1 Geo 3rd
Stat 42
1 Geo 3rd
Stat 42

Private Resolves

Oct. 30. 1846
 2. 1846 1. Had the prisoner may not continue
 under restraint of Liberty, without more
 The Board has having been reached by
 the Surgeon, a. that was, paper 39. Par.
 2. 1846 2. which, now in a great measure
 regulated the rest.

3. 1846 3. Since the Board any of the 10. 1846
 may find it in violation

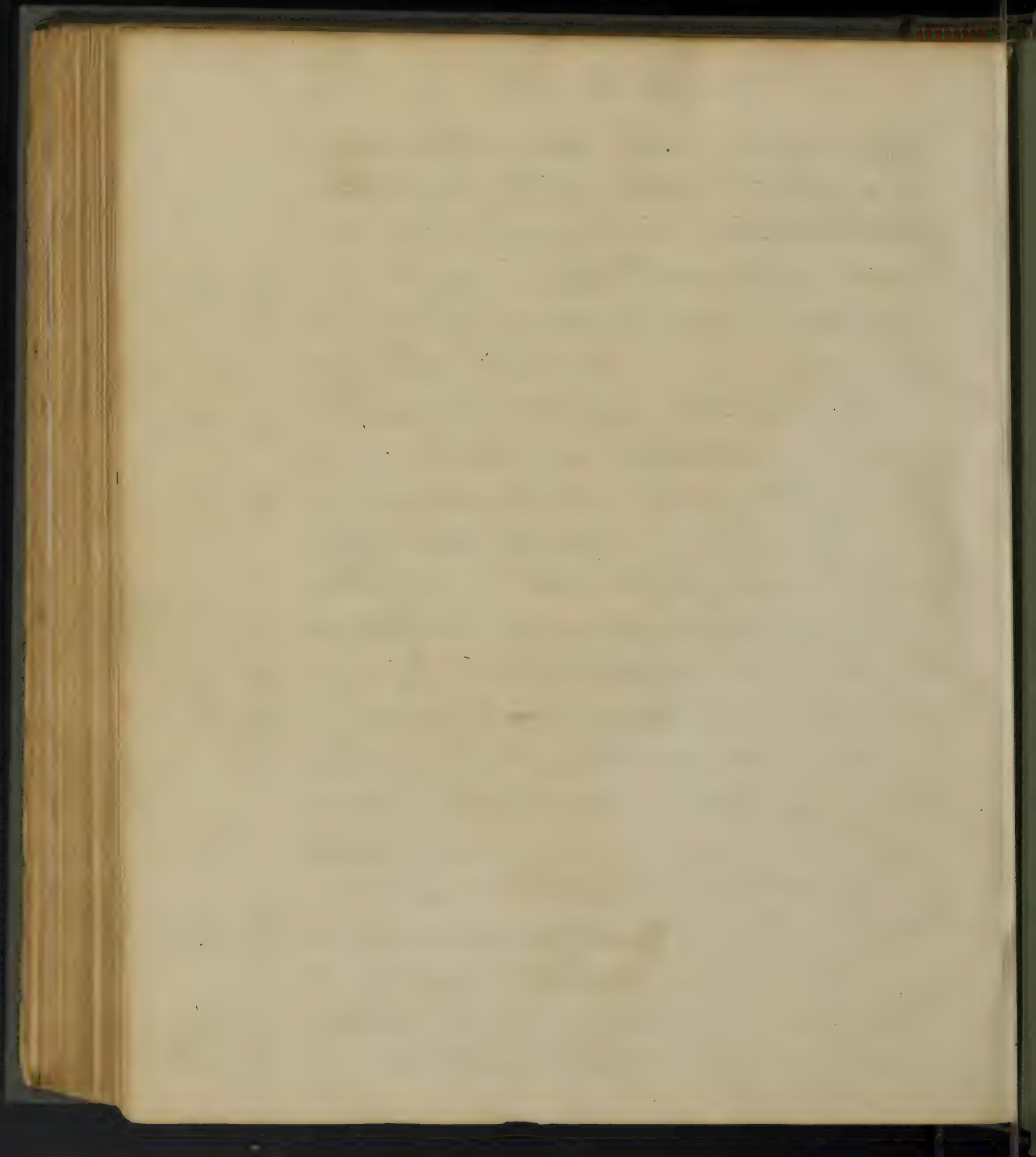
4. 1846 4. It has for persons committed by the
 Board under restraint as a Director of
 Affairs. It has not for persons com-
 mitted in execution or connection
 and by that of Charles L. of 1846
 5. 1846 5. in case of committing or treason
 being found in certain other cases
 under special circumstances and the
 directions

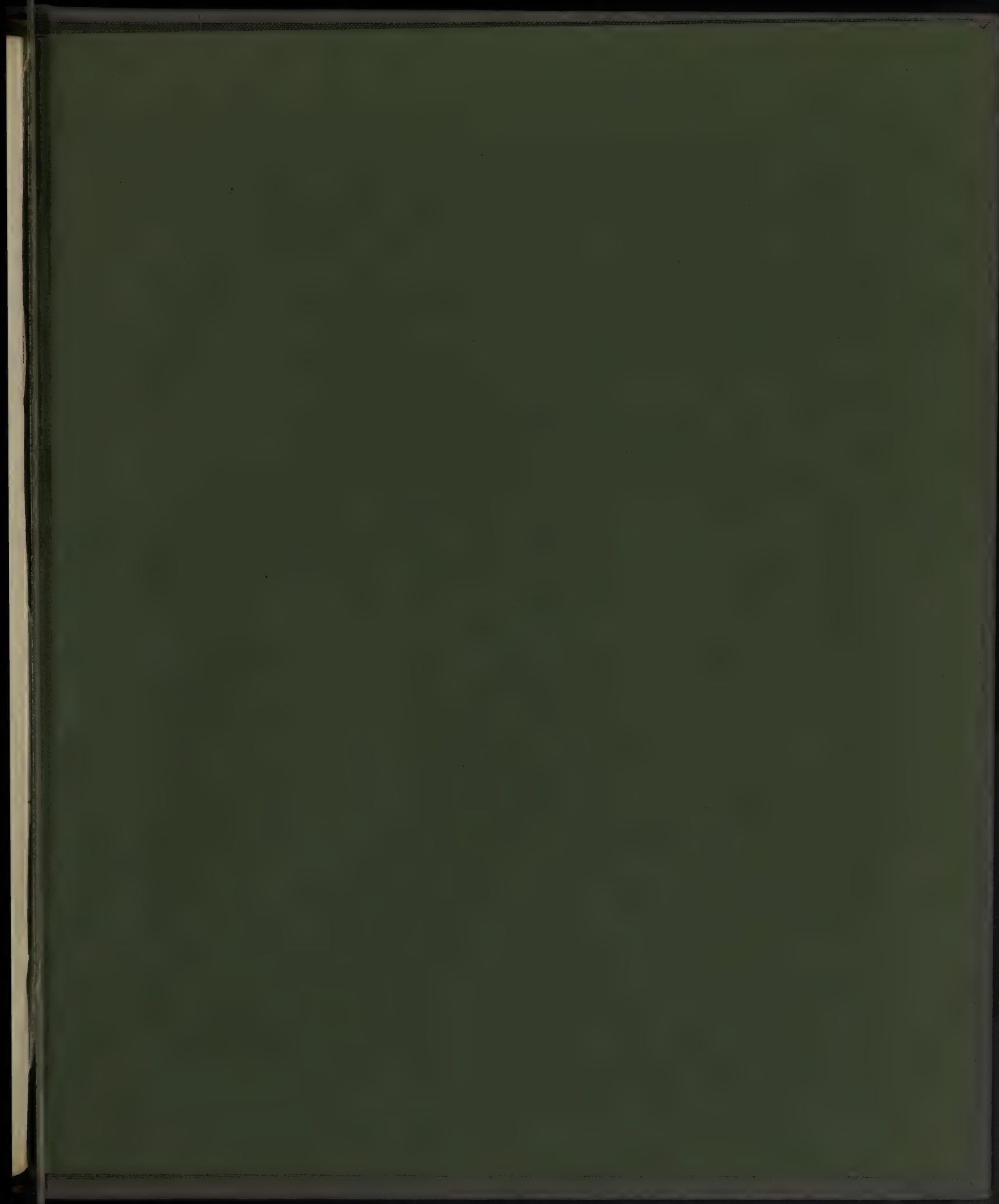
6. 1846 6. It has in favour of children who
 7. 1846 7. were unlawfully confined by the
 Board's Guardians

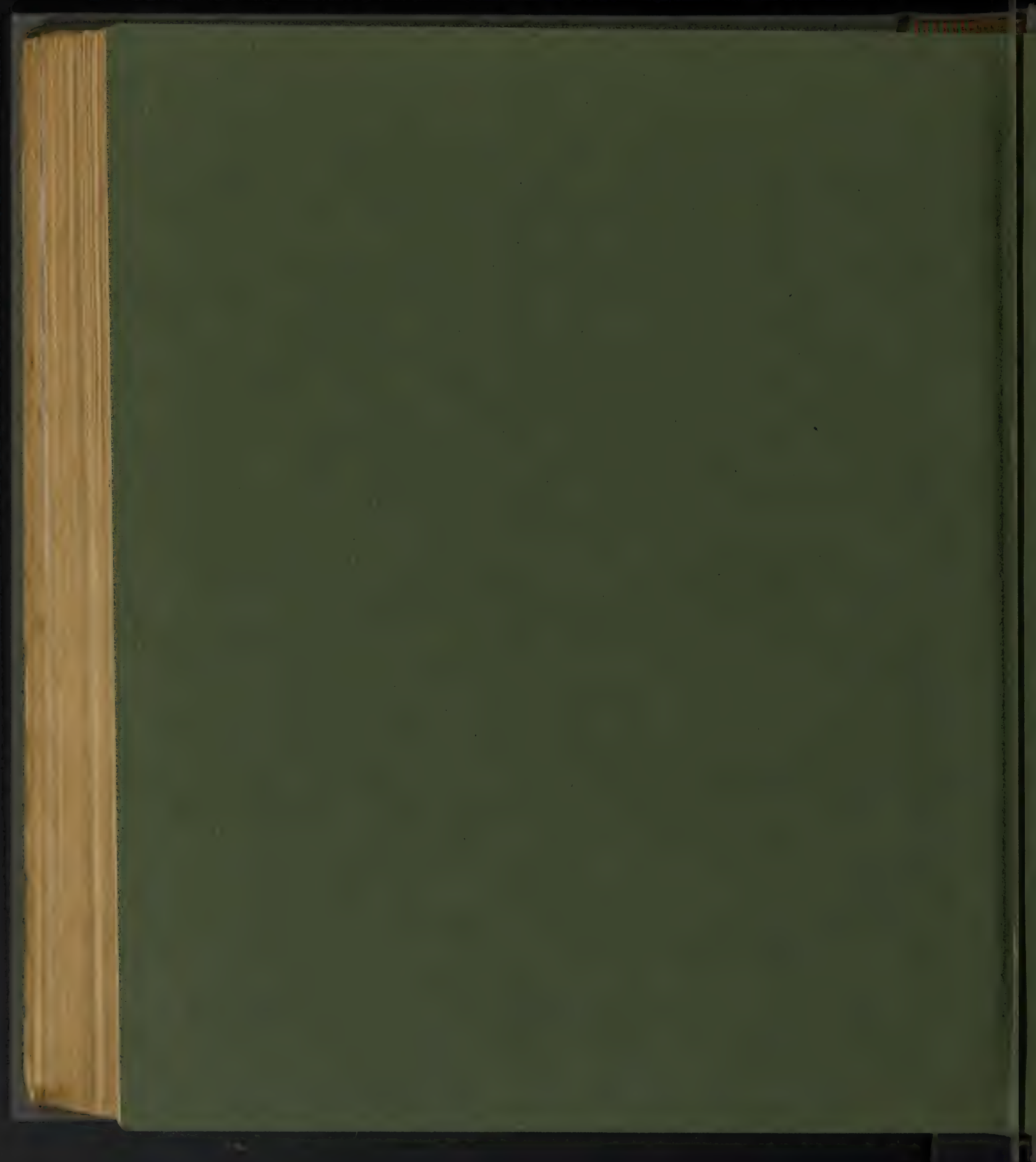
8. 1846 8. And the which may be found out
 by the friends of the person confined
 Discharge

Philo's Letter

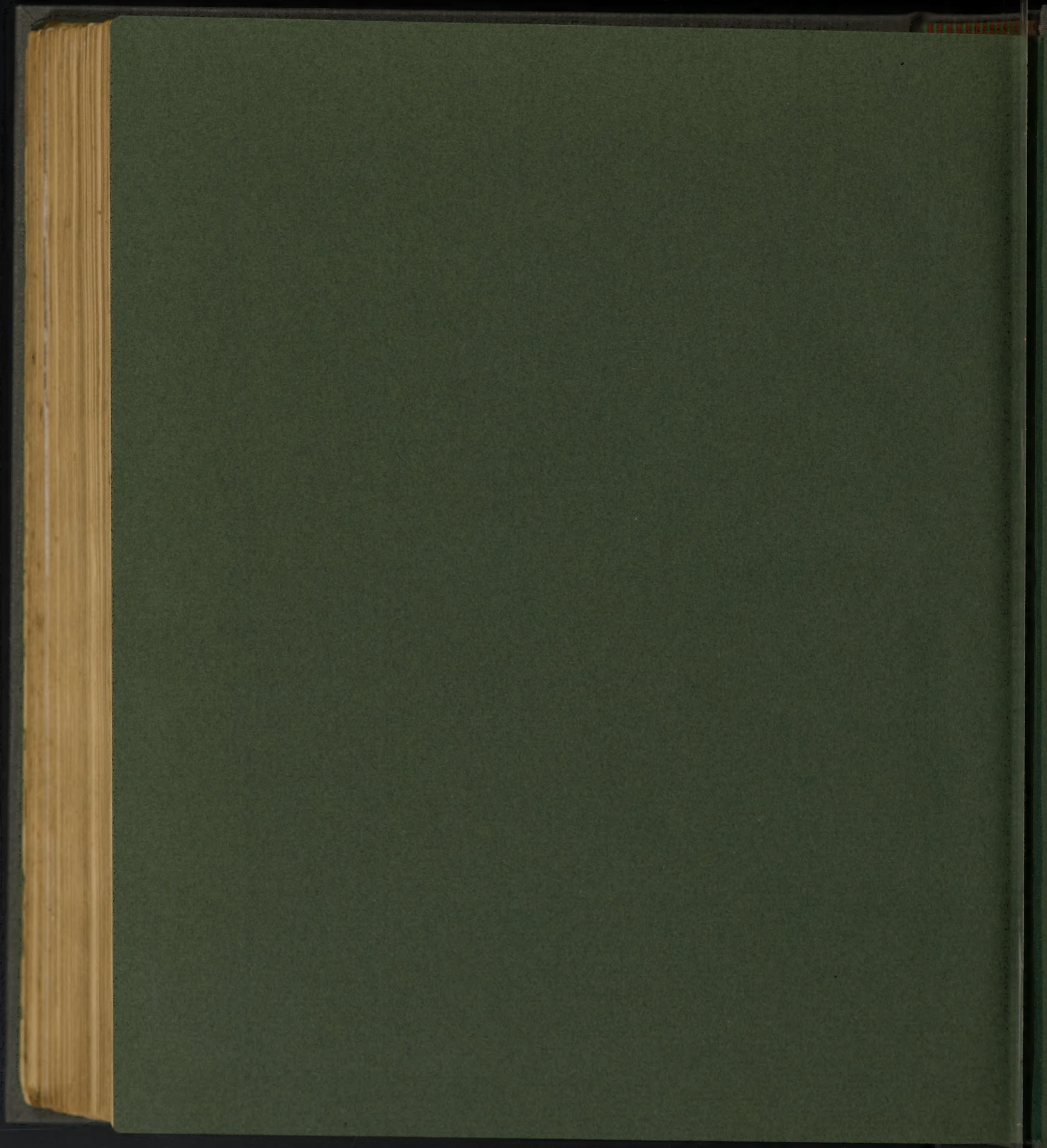
Disobedience to the Unit is punished
as a Contempt 3. Dec. 10. Th. 9. 68.
12. Dec. 6. 6

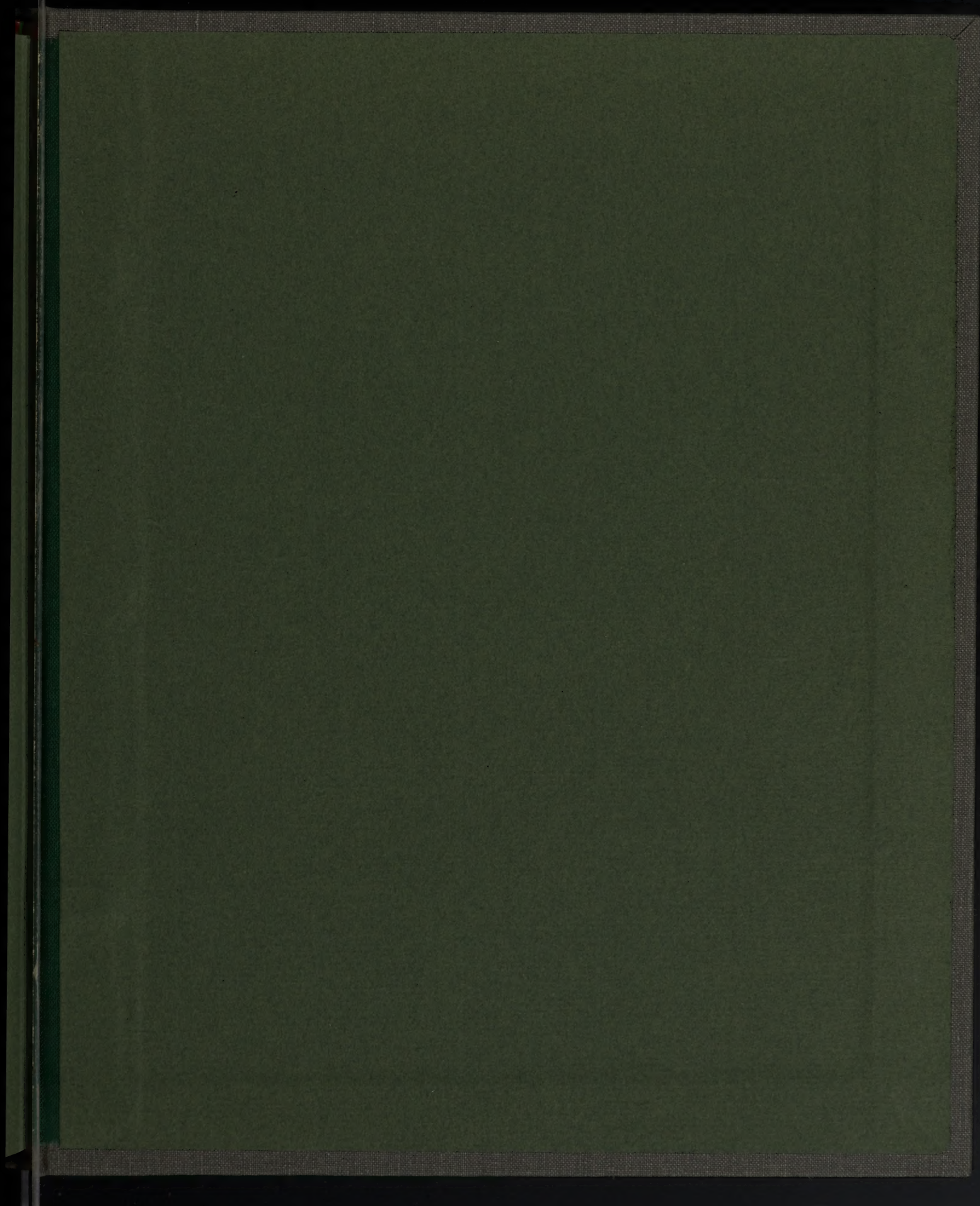


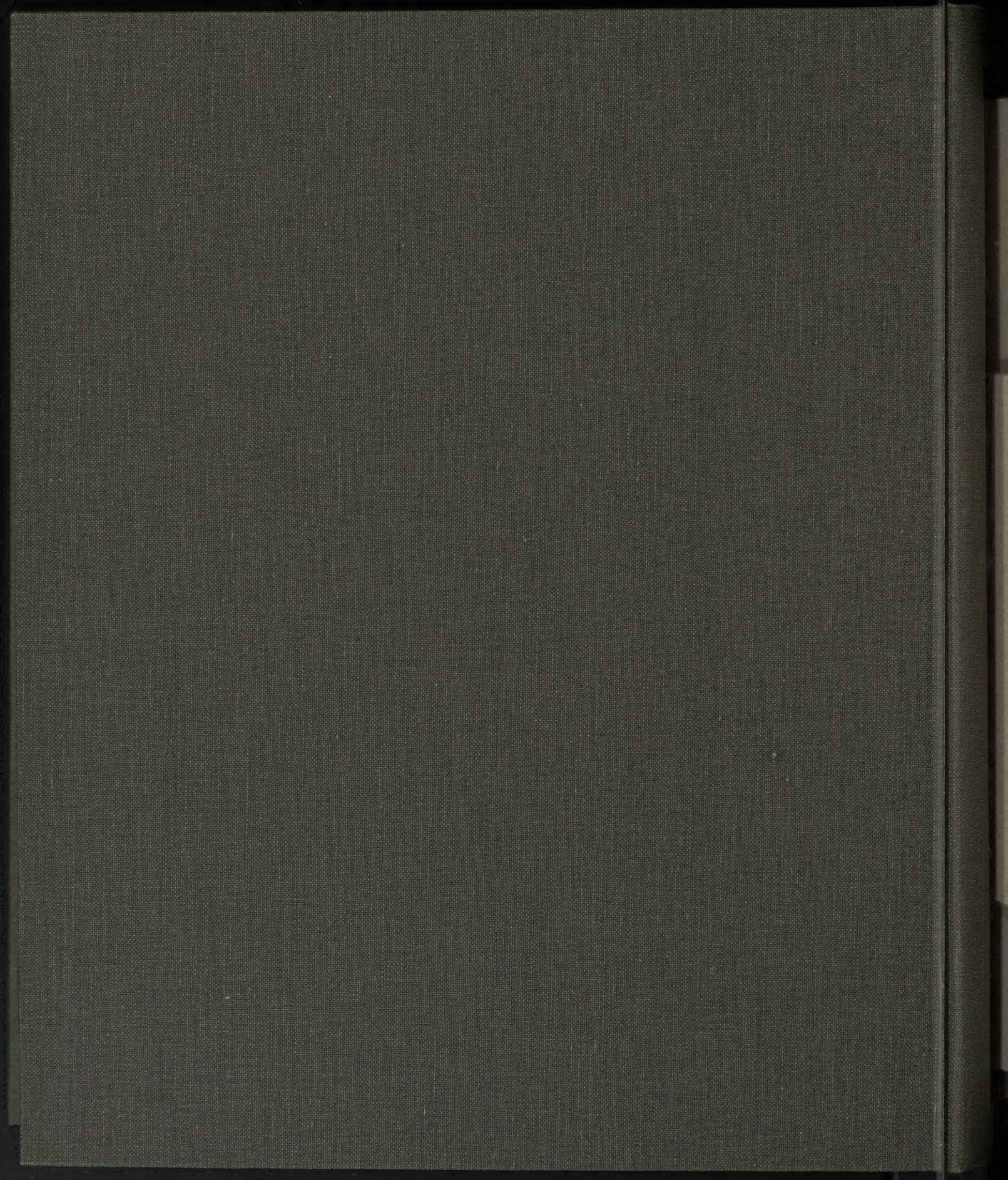












Reeve
and
Goulds
Lectures

W. Bond

V